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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASS

C.V. NO.: 05-10791-GAO

\* \* \* \* \*

PATRICIA COSGROVE, \*  
Plaintiff, \*  
vs. \*  
NEW SEABURY RESOURCES, \*  
MANAGEMENT, INC., \*  
Defendant. \*

\* \* \* \* \*

DEPOSITION OF: PATRICIA COSGROVE

LAW OFFICE OF HOWARD WILGOREN  
6 Beacon Street  
Boston, Massachusetts 02110

January 16, 2006 10:00 a.m. - 4:53 p.m.

KATHRYN K. GIANNO  
COURT REPORTER

1 maternity leave?

2 A Before my maternity leave.

3 Q Tell me exactly what you said to her and  
4 what she said to you.

5 A From what I can recall, I discussed with  
6 her my change in position and my concern for my job.

7 Q Do you remember particularly what you  
8 said, rather than summarizing it?

9 A No, I don't remember particularly, no.

10 Q Do you remember what Mary Carrol said to  
11 you?

12 A No, I do not, not specifically.

13 Q By the way, you referred to your change in  
14 the job. You're aware, are you not, that your job  
15 as sales manager was eliminated; is that right?

16 A Yes.

17 Q And no one replaced you, is that also your  
18 understanding?

19 A No one replaced me, no.

20 Q When was the second conversation about the  
21 case you had with Mary Carrol?

22 A I can't recall specifically.

23 Q Other than Wendy Ghelfi, Mary Carrol,  
24 Rhonda Rogers and Sharon Marshall, have you spoken

1 name is Ed. He was previously in maintenance. And  
2 I can't recall anyone else at this time.

3 Q Did you speak to Tanya Copestik about the  
4 facts and circumstances involved in your lawsuit?

5 A Could you clarify what are "facts and  
6 circumstances"?

7 Q Well, anything pertaining to your lawsuit.

8 A Yes.

9 Q On how many occasions did you have those  
10 discussions?

11 A Maybe a couple of occasions.

12 Q When was the first conversation?

13 A Back in '03.

14 Q Where did that conversation take place?

15 A At the reception center.

16 Q Were you working at that time?

17 A I was leaving for the day, so I was not  
18 working at the time.

19 Q Tell me, as best you can recall, what you  
20 said to Tanya Copestik and what she said to you, if  
21 anything, at that time.

22 A Just that there had been a change in my  
23 position; I remember stating that. And that I was  
24 upset and concerned for my job, and she commented

1 that it was unfair.

2 Q What did you mean by a "change in your  
3 position"?

4 A They had eliminated my position and  
5 offered me another position.

6 Q Did you have another conversation with  
7 Tanya about this pertaining to your case?

8 A Yes, I did.

9 Q When did that occur?

10 A I don't recall the day.

11 Q Do you remember the month and the year?

12 A I would say it was 2003.

13 Q Were you still employed at New Seabury?

14 A Yes.

15 Q And where did that conversation take  
16 place?

17 A We may have spoken over the phone or at  
18 work.

19 Q I see. Now Tanya Copestik had an office  
20 in the administration building?

21 A Yes, she did.

22 Q And you had occasion to visit, then, on a  
23 regular basis when you returned to work in October  
24 of 2003, did you not?

1 A Yes, I did.

2 Q Tell me all the reasons that would prompt  
3 you to visit Tanya Copestik's office when you  
4 returned to work in October 2003.

5 A I returned to the reception center because  
6 she had offered her office as a private location for  
7 me to pump breast milk.

8 Q That was done with the consent of the  
9 management of New Seabury?

10 A It was not done with consent; however,  
11 they were notified.

12 Q You notified them?

13 A Yes.

14 Q And did anyone object?

15 A No.

16 Q And, in fact, you were allowed to go to  
17 Tanya Copestik's office in the administration  
18 building at your pleasure, whenever you needed to  
19 pump your breast milk?

20 MS. SCHWAB: Objection.

21 THE WITNESS: When it was necessary.

22 Q (By Mr. Wilgoren:) When it was necessary. Bad  
23 choice of words, I'm sorry. When it was necessary.

24 A It wasn't pleasure.

1 Q I stand corrected. I said it was a bad  
2 choice of words. And that was done -- you were on  
3 the clock when you were doing that, you were being  
4 paid for that time?

5 A Yes.

6 Q And you say it wasn't done with the  
7 consent, but it was done with the full knowledge of  
8 the management of New Seabury?

9 A Correct.

10 Q On how many occasions during the course of  
11 a regular day would it be necessary for you to leave  
12 your work site and go to Tanya Copestik's office in  
13 the administration building to pump your breasts?

14 A Once or twice a day.

15 Q How long would that entire process take?

16 A Generally, 15 to 20 minutes each time.

17 Q That would include leaving your work site,  
18 getting in your car, driving over there, doing what  
19 was necessary to pump your breasts and driving back?

20 A Yes. I would say, approximately.

21 Q Fifteen to 20 minutes?

22 A Yes.

23 Q Maybe a little more?

24 A Maybe a little more, maybe a little less.

1 Q All which was being paid for by New  
2 Seabury?

3 A Yes.

4 Q Now, what prompts you to say that it was  
5 not done with the consent of the management of New  
6 Seabury?

7 A Could you rephrase that?

8 Q Well, in other words, they were paying  
9 you, they were informed of it, and they did not  
10 object; so based on all of that, what prompts you to  
11 say it was not done with the consent of New Seabury  
12 management?

13 A I never specifically asked if I could take  
14 time to breast-feed or breast-pump.

15 Q Have you told me the full extent of your  
16 recollection of your conversations about the facts  
17 pertaining to this case with Tanya Copestik?

18 A To the best of my recollection.

19 Q And Ed, whose last name you don't know,  
20 from maintenance, on how many occasions did you  
21 speak to him about the circumstances pertaining to  
22 this case?

23 MS. SCHWAB: Objection. Are you referring  
24 to before or after October 2003?

1 draw in new clients, the sales team would.

2 Q Did your job change at some point in time?

3 A At some point in time from start to  
4 finish?

5 Q Yes.

6 A Yes, it did.

7 Q When was the next change in your job  
8 responsibilities or title?

9 A I would say probably the next significant  
10 change was when the old clubhouse was torn down and  
11 the new clubhouse was built.

12 Q What happened to your job at that time?

13 A They relocated me to the sales office in  
14 the new country club.

15 Q What was your job title at that point?

16 A It was the same position.

17 Q So your position stayed the same until it  
18 was eliminated?

19 A Yes.

20 Q That was Sales Manager?

21 A Sales Manager, correct.

22 Q And is it fair to say that, particularly  
23 when you were in the country club when you relocated  
24 there, that the focus of your job was on the lodging



1 aspect of groups that would come to New Seabury?

2 A That was probably 50 percent of the job  
3 description.

4 Q Well, without regard to the job  
5 description, I'm asking you about what your actual  
6 job duties were on a day-to-day basis.

7 A Yes, that was primarily my responsibility.

8 Q Tell me how you would go about handling  
9 groups that came in, the lodging aspect of that.

10 A I would assign them -- block them rooms,  
11 with the initial contact from the client, I believe,  
12 I blocked the rooms based on their needs for their  
13 attendees. I would also set up function space for  
14 them and meeting rooms.

15 Q You set up the function space?

16 A Yes.

17 Q How would you go about doing that?

18 A I would secure and reserve function space  
19 based on our availability.

20 Q How would you do that?

21 A They had a log, quite a large book in the  
22 conference sales and catering sales department that  
23 recorded all events going on on a day-to-day basis.

24 Q What else did you do?

1           A     Rooms, function space, meeting space. I  
2     would secure the meeting space the same way.

3           Q     In the logbook?

4           A     By looking at the log, correct.

5           Q     Where is this logbook located?

6           A     In the sales office in the country club.

7           Q     Then at some point would you transfer the  
8     group over to someone else in the sales department?

9           A     The catering sales department would then  
10    handle it for all food and beverage selections.

11          Q     Who would you hand the case off to?

12          A     Generally the manager of catering sales.

13          Q     Who was?

14          A     Jennifer Perry at the time.

15          Q     What percentage of your job  
16    responsibilities for groups revolved around lodging?

17          A     100 percent.

18          Q     So the other functions were very little  
19    part -- took up very little part of your time?

20          A     They were in conjunction with the rooms.

21                MR. WILGOREN: Let's have this marked as  
22    Exhibit 1.

23

24                       (Exhibit No. 1, Resume for

1 function space as well, because they solicited  
2 weddings and events.

3 Q And that would be Jen Perry's operation?

4 A Yes.

5 Q Who else worked there at that time?

6 A Aaron Broshu and Jane Henry.

7 Q Anyone else?

8 A Former employees as well?

9 Q No, just at that time.

10 A At that time it was just those three.

11 Q Would they also solicit business groups?

12 A Yes.

13 Q And they would also provide resort  
14 literature?

15 A Yes.

16 Q They would also arrange and perform site  
17 inspections with potential customers?

18 A Yes.

19 Q And while you were there, you were doing  
20 the group bookings, blocking rooms -- lodging rooms?  
21 You were the only one that was doing that?

22 A For groups, yes.

23 Q Groups over ten or more; is that right?

24 A Yes.

weddings and events

2 weddings and events.

3 Q And that would be Jen Perry's operation?

4 A Yes.

5 Q Who else worked there at that time?

6 A Aaron Broshu and Jane Henry.

7 Q Anyone else?

8 A Former employees as well?

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14 literature?

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17 inspections with potential customers?

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19 Q And while you were there, you were doing  
20 the group bookings, blocking rooms -- lodging rooms?

21 You were the only one that was doing that?

22 A For groups, yes.

23 Q Groups over ten or more; is that right?

24 A Yes.

1 Q Would the catering sales staff also book  
2 meeting and function space?

3 A Yes.

4 Q And take reservations, revisions, deposits  
5 and billings?

6 A They would not take reservations, no.

7 Q Well, lodging reservations?

8 A No.

9 Q You were the only one that did that until  
10 your job was eliminated?

11 A Yes.

12 Q Would the catering sales staff also create  
13 and maintain existing group accounts, contracts,  
14 deposits, and invoices?

15 A Yes.

16 Q And assist clients with all on- and  
17 off-property activity arrangements as needed?

18 A Yes.

19 Q And assist catering sales in function,  
20 setup, and other departments as needed?

21 A Yes.

22 Q Attend weekly events, order food and  
23 beverage meetings to address needs related to  
24 upcoming group events?

1 previously while you were working at Stanmar, and  
2 then you had another 12 hours during the day?

3 A Approximately, yes.

4 Q And that's when your parents, your in-laws  
5 or Olivia's godparents would baby-sit?

6 A Yes. For the days, and evenings was my  
7 husband.

8 Q Were you ever offered -- are you still  
9 working there?

10 A Yes.

11 Q Have your hours changed any since -- are  
12 you still working 28 hours a week?

13 A No.

14 Q How many hours a week do you work now?

15 A Approximately 12.

16 Q When did that occur?

17 A November of '04.

18 Q What were you making when you were hired  
19 at SVS, per hour?

20 A Sixteen dollars an hour.

21 Q How much are you making currently?

22 A The same.

23 Q What prompted the reduction of your hours  
24 from 24 to 28, to 12 hours a week in November of

1 A No.

2 Q Not applied to a single job on the  
3 Internet?

4 A No.

5 Q Not applied to any job from any source  
6 between May 5, 2004 to the present?

7 A No.

8 Q Made no efforts to seek full-time --

9 MS. SCHWAB: Howard, it's getting  
10 excessive. It's the same question over and  
11 over.

12 MR.WILGOREN: Well, I just want to be  
13 thorough.

14 A No. I have not pursued any other career  
15 avenue or applied for any other position while I've  
16 been employed.

17 Q Have you ever been charged with a criminal  
18 offense?

19 A No.

20 Q Now, you've indicated that your primary  
21 function at New Seabury as the sales manager was to  
22 book the lodging, that took the bulk of your  
23 workday?

24 A Yes.

1 MS. SCHWAB: Objection.

2 You can answer.

3 THE WITNESS: Yes.

4 Q (By Mr. Wilgoren:) In the time you were there,  
5 were you aware that employees at New Seabury became  
6 pregnant from time to time?

7 A Yes.

8 Q Can you tell me the name of every employee  
9 who became pregnant during the entire time you  
10 worked at New Seabury?

11 MS. SCHWAB: Objection.

12 You can answer if you know.

13 THE WITNESS: Rhonda Rogers.

14 Q (By Mr. Wilgoren:) Anyone else?

15 A Michelle O'Brien and Deb Adams.

16 Q Anyone else?

17 A Not that I can recall.

18 Q Do you remember when Rhonda Rogers became  
19 pregnant?

20 A No, not specifically.

21 Q Was it around the same time as you?

22 A Before me.

23 Q Was she given a pregnancy leave of  
24 absence, do you know?



1 A Not that I recall exactly, no.

2 Q And you believe Michelle O'Brien was  
3 discriminated against on the basis of her pregnancy?

4 MS. SCHWAB: Objection.

5 THE WITNESS: Yes.

6 Q (By Mr. Wilgoren:) What's the basis of that  
7 belief?

8 A Because her position was also changed or  
9 eliminated while she was pregnant.

10 Q Do you know the reasons why her position  
11 was changed or eliminated while she was pregnant?

12 A No, I do not.

13 Q Do you know what her job duties and  
14 responsibilities were?

15 A Not specifically, no.

16 Q Do you know that she was involved in the  
17 sales of real estate?

18 A I do, to some extent, yes.

19 Q And do you know that the number of units  
20 that New Seabury had for sale was diminishing?

21 A No, I did not know that.

22 Q Did you have any discussions with Michelle  
23 O'Brien about her understanding as to the reasons  
24 why she was laid off?

1 Q Did you ever bring your complaints of your  
2 belief that you were discriminated against on the  
3 basis of pregnancy to any representative of New  
4 Seabury management?

5 A No.

6 Q Let me call your attention to page 34 of  
7 the employee handbook, "Salary Continuance." Are  
8 you familiar with that policy?

9 A As I read it, yes.

10 Q Did you, in fact, receive salary  
11 continuance of 60 percent of your full pay for the  
12 entire duration of your leave of absence due to  
13 pregnancy?

14 A I believe I did.

15 Q And you were given a leave of absence from  
16 May 7, 2003 to October 7, 2003 for your pregnancy  
17 and related issues, were you not?

18 A I believe so.

19 Q Let me call your attention to page 39,  
20 "Maternity Leave." Were you provided with all the  
21 benefits pursuant to that policy?

22 A No.

23 Q Which ones were you not provided?

24 A "Upon return from this 12-week leave,

1 you're entitled to the same position you left or a  
2 similar position with the same level of pay and  
3 length of service credit."

4 Q Well, you had an administrative assistant  
5 position at the time you started your maternity  
6 leave on May 7, 2003, did you not?

7 A Yes.

8 Q And you returned to an administrative  
9 assistant position with no loss of pay or benefits  
10 on October 7, 2003, were you not?

11 MS. SCHWAB: Objection.

12 THE WITNESS: I do not believe I was  
13 returned to an administrative assistant  
14 position when I returned.

15 Q (By Mr. Wilgoren:) What is the basis of your  
16 belief?

17 A The job description, which I did not  
18 receive.

19 Q Was there a job description?

20 A No.

21 Q When you accepted the position as  
22 administrative assistant, who did you report to?

23 A Jennifer Perry.

24 Q Not Mr. Brennan?

1 were not aware that employees were being laid off at  
2 New Seabury?

3 A Not that I can recall.

4 Q Were things pretty slow in that period of  
5 time for you, work-wise?

6 MS. SCHWAB: Objection. Characterize  
7 "slow."

8 You can answer.

9 THE WITNESS: It was considered the  
10 off-season, so there was no business  
11 on-property; so, yes, it's generally a slower  
12 work pace.

13 Q (By Mr. Wilgoren:) I see. Were the level of  
14 room reservations that you were handling in that  
15 period of time, February 2003 to the end of  
16 April 2003, how did that level compare to what you  
17 had done in the same time frame the previous year?

18 A I would say it was about the same.

19 Q Despite the fact that you had less lodging  
20 rooms available for rental?

21 A Yes.

22 Q Anything else significant happen between  
23 February 2, 2003 when you informed New Seabury  
24 Resources that you were pregnant and April 28, 2003?

1 A Significant to what?

2 Q Were you treated any differently by any  
3 representative of New Seabury management?

4 A No, I don't believe so.

5 Q No adverse consequences of your announcing  
6 your pregnancy?

7 MS. SCHWAB: Objection, vague term.

8 Q (By Mr. Wilgoren:) Do you understand what I  
9 mean by "adverse consequences"?

10 A No, I do not.

11 Q Nothing happened to your job benefits  
12 or -- strike that.

13 No one treated you any differently  
14 than before you had announced you were pregnant?

15 A Not that I can recall.

16 Q Including Mr. Steve Brennan?

17 A No, not that I can recall.

18 Q How about Mark O'Neil?

19 A No, definitely not.

20 Q Why is it that you're so certain of that?

21 A Because I never saw Mark O'Neil.

22 Q One way or the other. How about Jen  
23 Perry? She was your direct supervisor at that time,  
24 yes?

1 A Yes.

2 Q Did she treat you any differently?

3 A No.

4 Q Do you have any reason to believe you  
5 needed a lawyer at that time?

6 MS. SCHWAB: Objection.

7 THE WITNESS: Yes.

8 Q (By Mr. Wilgoren:) Prior to April 28th.

9 A Prior to April 28th?

10 Q 2003.

11 A No, not prior, I don't believe.

12 Q So on or about April 28, 2003, you recall  
13 a meeting with Mr. Brennan?

14 A Yes.

15 Q Where did this meeting take place?

16 A At the boardroom at the country club.

17 Q Who else was present?

18 A If I remember correctly, it was Jennifer  
19 Perry, and Roy Chase, and --

20 Q Jennifer Perry being your immediate  
21 supervisor?

22 A Yes.

23 Q And Roy Chase being who?

24 A Director of food and beverage at the time.

1           A     He mentioned that there would be a pay cut  
2     from my hourly salary from, I think it was \$17 to  
3     \$12 an hour.

4           Q     Was there any further discussion about the  
5     job you were being offered?

6           A     That the hours -- I had asked if the hours  
7     would change, if it was still Monday through Friday.  
8     And he had informed me that he would like it to be  
9     Tuesday through Saturday since Saturday is one of  
10    the busiest days for the catering sales department,  
11    and that's when they need the most help for sites.  
12    And the other catering sale staff was usually very  
13    busy with weddings and functions on that day, so  
14    they would need someone in the office.

15          Q     So the office was another reason, the fact  
16    that the administrative office was closed on Monday.  
17    Was that communicated to you?

18               MS. SCHWAB:  Objection.

19               THE WITNESS:  No, it was never closed on  
20    Monday.

21          Q     (By Mr. Wilgoren):  Did other members of  
22    the catering department work Tuesday to Saturday as  
23    well?

24               MS. SCHWAB:  Objection.

1 Testify if you know.

2 THE WITNESS: They may have.

3 Q (By Mr. Wilgoren): Did Mr. Brennan say  
4 anything else about the job you were being offered?

5 A Just that I could think about it and get  
6 back to him or Jennifer.

7 Q Was there any further discussion, any  
8 meeting by any of the participants?

9 A I don't believe so, that I can recall.

10 Q What did you do next?

11 A I asked if I could be dismissed for the  
12 day and they said I could.

13 Q Did they pay you for the balance of the  
14 day?

15 A I believe they did, yes.

16 Q That was on the 28th of April?

17 A To the best of my recollection.

18 Q Did you work on the 29th of April?

19 A I don't know what day of the week it was,  
20 so I can't recall.

21 Q If I told you the 28th was a Monday, would  
22 that refresh your recollection?

23 A More than likely I did work the following  
24 day.



1

2

(Exhibit No. 9, E-mail to Steve

3

Brennan Dated April 30, 2003.)

4

5

Q (By Mr. Wilgoren:) Ms. Cosgrove, let me show

6

you what's been marked as Deposition Exhibit No. 9

7

and ask if you could identify that.

8

A This was an e-mail to Steve Brennan.

9

Q Dated Wednesday, April 30th?

10

A Yes.

11

Q You write, "As you know, I will be out of

12

the office tomorrow and Friday."

13

How did Mr. Brennan know that you

14

were going to be out of the office tomorrow and

15

Friday?

16

A I had a previous appointment scheduled and

17

I had requested two vacation days.

18

Q And then you wanted to speak to him on

19

Monday?

20

A Correct.

21

Q You were still considering what course of

22

action you would take?

23

A Yes.

24

Q Whether you would accept the job or not?

1 A Correct.

2 Q Did you speak to anyone else subsequent to  
3 the meeting on the 28th about what was going on?

4 A After the fact, you mean?

5 Q Yes.

6 A Yes.

7 Q Who did you speak to?

8 MS. SCHWAB: Objection, to the extent that  
9 there's any attorney-client communications. I  
10 assume that's excluded from the question.

11 MR.WILGOREN: Right.

12 THE WITNESS: Yes, I did.

13 Q (By Mr. Wilgoren): Did you seek out an  
14 attorney after the meeting on the 28th of April?

15 A Yes, did I.

16 Q Why did you do that?

17 A Because I felt it was pregnancy  
18 discrimination.

19 Q What led you to believe, other than the  
20 fact that you were pregnant and your job was  
21 eliminated, what was the link that caused you to  
22 conclude that the elimination was due to your  
23 pregnancy?

24 MS. SCHWAB: Objection.

1 THE WITNESS: Because I believe that my  
2 standings as a good employee didn't warrant me  
3 being demoted or my position being eliminated  
4 when there were other employees in the company  
5 that probably should have been demoted or  
6 eliminated.

7 Q In fact, you found out later that there  
8 were a lot of other employees who were demoted  
9 and/or had their jobs eliminated around the same  
10 time as you, did you not?

11 A Around the same time.

12 Q Did that change your opinion about whether  
13 or not you were being singled out for having your  
14 job eliminated because of pregnancy?

15 A No.

16 Q How many people do you think lost their  
17 job either through job elimination or layoff around  
18 this same time as yours was eliminated?

19 MS. SCHWAB: Objection.

20 You can answer if you know.

21 THE WITNESS: I don't know exactly; maybe  
22 two or three.

23 Q (By Mr. Wilgoren): You weren't aware of  
24 the 40 or 50 people that had been laid off between

1 January and April 2003?

2 A No.

3 Q Have you seen the documentation that's  
4 been provided to the MCAD to that regard?

5 A I may have, yes.

6 Q Does that change your view in any respect  
7 as to whether or not your job elimination was  
8 motivated by legitimate business reasons?

9 A I wasn't aware of it at the time, but  
10 after reading the MCAD review, then I was made aware  
11 of it.

12 Q So, you were aware of it after reading the  
13 MCAD review, and now you know that your job  
14 elimination was motivated by legitimate business  
15 reasons?

16 MS. SCHWAB: Objection.

17 MR. WILGOREN: Well, I'm asking her  
18 whether it is or isn't.

19 THE WITNESS: You confused me with the  
20 question. I'm sorry.

21 Q (By Mr. Wilgoren): After reviewing the  
22 information submitted by the company to the MCAD,  
23 you now realize that the elimination of your job had  
24 nothing to do with your pregnancy, but was motivated

1 wasn't going to be eliminated from the beginning.  
2 We were going to work as a team in the conference  
3 sales department and the catering sales department,  
4 and that we would all be assuming the same  
5 responsibilities.

6 So if that was the case, I believe  
7 that someone who had less tenure in the company  
8 should have been the one to be demoted and have  
9 their salary reduced or straight across the board.

10 Q I see. So you had a dispute over the  
11 business decision the company made?

12 MS. SCHWAB: Objection.

13 Q (By Mr. Wilgoren:) That you were selected and  
14 not someone else. Someone else should have been  
15 selected if they wanted to achieve their goal?

16 A No, I don't believe anybody should have  
17 been selected. I believe there should have been  
18 another fair -- you know, should have been resolved  
19 more fairly.

20 Q How would you have resolved it more  
21 fairly?

22 A I would have cut everybody's salary  
23 instead of eliminating one salary that probably  
24 wasn't as high as others.

1 Q But that assumes that yours was the only  
2 salary job that was eliminated?

3 A No, I'm not assuming that.

4 Q In fact, you know now that a lot of jobs  
5 were eliminated.

6 A By what I've read, yes.

7 Q But you still think that your job was  
8 eliminated because of discrimination based on  
9 pregnancy?

10 A I do.

11 Q Okay. So you, in addition to contacting  
12 an attorney after the meeting on the 28th, who else  
13 did you speak to about the elimination of your job  
14 between the 28th and the end of that week or  
15 including the week up to May 5th?

16 A I believe I spoke to Mary Carrol, and  
17 Tanya Copestik and Rhonda Rogers.

18 Q Tell me about your conversation with Mary  
19 Carrol.

20 A I think we had that question, didn't we?

21 Q Oh, these are the same. Did any of them  
22 indicate to you that they thought your job was  
23 eliminated because of pregnancy discrimination?

24 A No.

1 Q You wrote, "I've accepted the new  
2 administrative assistant position"?

3 A Right.

4 Q You wrote that?

5 A Yes.

6 Q And you wrote, "Steve agreed to my current  
7 rate of pay through the rest of the pay period"?

8 A Right.

9 Q When was the end of the pay period, do you  
10 know?

11 A I believe it was two weeks, because we  
12 were paid every two weeks. So, it was the beginning  
13 of the pay cycle when I was informed of the change.

14 Q Okay. And then Lee wrote back, "Don't let  
15 the stress get you down. If it gets too much, go to  
16 your doctor and get a medical note." Did she write  
17 that?

18 A She did write that, yes.

19 Q Did you take her advice? Strike that.

20 Before she wrote this to you, had you  
21 had any basis for concluding that you were in some  
22 way unable to perform all the functions of your job?

23 A I'm not sure what you mean by that. Do  
24 you mean medically, physically? I don't understand.

1 position."

2 He said, "I have no knowledge of  
3 that." I said, "It's in my employee file. I signed  
4 and filled out something with Jennifer Perry before  
5 I left stating that I was going from a conference  
6 sales manager to administrative assistant."

7 And he asked Lee to pull the file and  
8 she did, and she handed him the form. And he said,  
9 "I wasn't even aware that that was in your file." I  
10 said, "Well, it states there I'm to return full-time  
11 as administrative assistant."

12 And he said, "Well, I'll have to  
13 think of something for you to do. So, you can go  
14 home for the day, and give me some time to think  
15 about it." I said, "Well, am I coming back to work  
16 tomorrow?"

17 And he said, "You can." I said,  
18 "Well, my position was supposed to be Tuesday  
19 through Saturday, 8:30 to 5:00."

20 And he said, "You can come in  
21 tomorrow at 8:30 and report to the country club."  
22 And I said, "I'll be there." And he left the  
23 office.

24 Q Was there any discussion about whether or



1 closed, she did that in her spare time.

2 Q What was Robin's position or job title, do  
3 you know?

4 A I really don't know.

5 Q Would it surprise you to learn that she  
6 was an administrative assistant?

7 A As far as I know, she worked as the health  
8 club -- not coordinator, but she worked at the desk  
9 at the health club and she worked in reservations.

10 Q Did she work at the beach club at some  
11 point in time?

12 A Oh, yes. I think she did work at the  
13 beach club at one point, yes.

14 Q Were you aware that she was the  
15 administrative assistant at the beach club?

16 A Yes, and then, I believe, in off-season  
17 when everything closed down, she did some busy work.

18 Q And then got laid off?

19 A I don't know if she got laid off.

20 Q So, John Shea took you to the office area  
21 in the warehouse?

22 A He asked me to meet him at the warehouse.

23 Q Now, when you say "the warehouse," where  
24 particularly did you meet him? Is there an office

1 in the warehouse?

2 A There are partitioned offices in the  
3 warehouse.

4 Q So you weren't in the warehouse itself,  
5 you were in one of these partitioned offices?

6 A Right, which is inside the warehouse.

7 Q All right. And what happened when you got  
8 there?

9 A He basically showed me a box of files and  
10 said that they needed to be scanned. And he  
11 instructed me on how to use the computer and  
12 scanner, and said it was a very long and slow  
13 process.

14 Q Now, where was Mr. Shea's office; do you  
15 know?

16 A Directly behind the partitioned office  
17 that was assigned to me.

18 Q So, he was in the office next to your  
19 office?

20 A It wasn't so much an office, it was a  
21 communications room with all kinds of --

22 Q Did it have a desk in there?

23 A It may have, I'm not sure.

24 Q This office that you were assigned to work

1 Q You didn't park here, did you?

2 A Yes.

3 Q Isn't it true that you went around the  
4 side of the building and parked directly by a door  
5 that entered directly to your office?

6 A No, I never did that.

7 Q If anyone said that you did, they would be  
8 lying?

9 A Yes.

10 Q Now, there's a picture of a toilet here.

11 A Yes.

12 Q What is this picture of?

13 A That's the rest room used for male  
14 employees and myself.

15 Q In fact, you never used this rest room,  
16 did you?

17 A I tried not to.

18 Q You never used this rest room, did you?

19 A Yes, I did.

20 Q You're sure of that?

21 A Yes.

22 Q In fact, you were allowed to go to the  
23 administration office to use the rest room  
24 facilities there, were you not?

1 A Yes, I was.

2 Q In fact, that's where you -- when you had  
3 to use the rest room facilities, that's where you  
4 went, you didn't go to this toilet?

5 MS. SCHWAB: Objection.

6 She testified she did go to that toilet.

7 THE WITNESS: No, I did use that rest room  
8 in the warehouse.

9 Q (By Mr. Wilgoren:) You could also go to the  
10 country club and use the rest room facilities there?

11 A Yes.

12 Q No one objected to you getting in your car  
13 and driving a quarter mile away to use those  
14 facilities any time you want, did they?

15 A No.

16 Q Was Mr. Shea your supervisor in this  
17 project when you were scanning the documents?

18 A No, I would say he was not.

19 Q Who was supervising your work?

20 A No one that I can recall.

21 Q So, Mr. Shea wouldn't review the progress  
22 you made in terms of the amount of documents you  
23 scanned?

24 A No.

1 Q So, he would have no knowledge of the  
2 level of productivity you had during the time you  
3 were scanning documents?

4 A No, I don't believe so.

5 Q If he told me that you scanned about half  
6 the documents in twice as much time as Robin  
7 Almeida, he would be telling a lie?

8 MS. SCHWAB: Objection.

9 THE WITNESS: No.

10 Q (By Mr. Wilgoren:) In fact, you were working  
11 about four hours out of the eight-hour day doing the  
12 scanning, is that about right?

13 A No, I don't believe so.

14 Q You also were allowed to leave the office  
15 where you were working doing the scanning and travel  
16 a quarter mile away -- get in your car, travel a  
17 quarter mile away, take about a half hour once or  
18 twice a day to pump your breast milk in Tanya  
19 Copestik's office.

20 MS. SCHWAB: Objection. She had testified  
21 earlier it was 15 to 20 minutes.

22 Q (By Mr. Wilgoren): You were allowed to do  
23 that?

24 A Approximately 15 to 20 minutes; I was

1 allowed to.

2 Q Sometimes if you talked to Tanya maybe it  
3 was a little longer?

4 A Yes.

5 Q Maybe as much as a half hour?

6 A It could have been.

7 Q Could have been a half hour, twice a day?

8 A It could have been; it could have been  
9 less.

10 Q Also, there was also heat in that office,  
11 is that correct?

12 A There was heat, yes.

13 Q And you also were provided with a space  
14 heater in addition?

15 A Yes, it was a supplement.

16 Q And you also were provided with a  
17 refrigerator, were you not, to store the breast  
18 milk?

19 A Yes, after some time I was, yes.

20 Q After how much time?

21 A Maybe a week or two.

22 Q Who did you -- did you make a request for  
23 a refrigerator?

24 A I believe I requested a refrigerator, yes.

1 Q Who did you make that request to?

2 A I may have mentioned it to John Shea.

3 Q The guy that wasn't supervising your work?

4 A Right.

5 Q Now, these files that you were scanning,  
6 what type of files were they?

7 A To be honest with you, I can't remember.

8 Q Were they financial records?

9 A No, I don't believe so.

10 Q Where were they being stored?

11 A I think in, like, a loft area.

12 Q Loft area outside your office in the  
13 warehouse?

14 A Yes, up above the facility --

15 Q Fair to say --

16 A -- in, like, an attic.

17 Q You never went to the loft area to get the  
18 boxes?

19 A No.

20 Q They were always brought into your office?

21 A Yes.

22 Q So, you never had to go to the warehouse  
23 for that purpose?

24 A I never had to go up into the loft to get

1 Q (By Mr. Wilgoren:) What was objectionable to  
2 you, or what did you find that was illegal about  
3 working in solitude?

4 A I believe it wasn't a position that was at  
5 all similar to the position I left.

6 Q What do you base that on?

7 A The duties that I was performing.

8 Q The fact of the matter is, you weren't  
9 working in solitude, were you?

10 A For most of the day I was, yes.

11 Q There were two other employees that were  
12 working in that office as well, were there not?

13 A Not on a regular basis, no.

14 Q What about John Shea, wasn't he working  
15 there?

16 A On occasion.

17 Q How about Jeff Fuller, where was he?

18 A On occasion he was in the building.

19 Q Where were the files that you were  
20 scanning, they were in this loft?

21 A I think that's where they were.

22 Q Do you know how many boxes of files?

23 A I have no idea.

24 Q Hundreds, maybe?



1 given every opportunity to use the ladies' rest room  
2 in the country club or at the reception area  
3 whenever you wanted?

4 A Correct.

5 Q And you were also allowed to go, as you  
6 testified previously, to a private area the  
7 receptionist had in Tanya Copestik's office one or  
8 two occasions a day for 20 to 30 minutes at a time  
9 to pump your breast milk?

10 A Right.

11 Q So, why were you writing of your need to  
12 do that when you've been doing it for several weeks?

13 A Because it was more conducive for me to be  
14 in the same building so that I wouldn't have to  
15 travel back and forth in my car on the property.

16 Q That was a convenience to you?

17 A Yes, and productivity.

18 Q And then you wrote, "Please consider a  
19 Monday-to-Friday workweek rather than a  
20 Tuesday-to-Saturday workweek."

21 A Correct.

22 Q The fact of the matter is, the job you  
23 accepted prior to your maternity leave had a  
24 Tuesday-to-Saturday schedule?

1 A Correct.

2 Q You wanted the scanner to be relocated  
3 from the warehouse to a vacant office. You wanted  
4 to work in the country club or the reception desk?

5 A Correct.

6 Q That was the personal preference of yours?

7 A Yes.

8 Q What was involved in relocating the  
9 scanner monitor?

10 MS. SCHWAB: Objection.

11 Answer if you know.

12 THE WITNESS: Well, I don't know exactly,  
13 only what I've been told.

14 Q (By Mr. Wilgoren:) What have you been told?

15 A Basically, unplugging the monitor and  
16 plugging it back in with the scanner at a  
17 workstation anywhere there was a vacant --

18 Q And you wrote that part of the reason you  
19 wanted it to be more conducive in an area allowing  
20 you to use the ladies' rest room and a private area  
21 to pump breast milk for your daughter?

22 A Correct.

23 Q But the fact of the matter is, when you  
24 had written this letter on October 30th, you were

1 District Court for the District of Massachusetts?

2 A Yes, I believe I did.

3 Q Did you review it to ensure the accuracy  
4 of the document?

5 A I believe I did.

6 Q Let me call your attention to the fifth  
7 line on the first page, "Shortly after announcing  
8 she was pregnant, plaintiff was told by her employer  
9 she would be demoted to administrative assistant  
10 position." Did you read that to ensure its  
11 accuracy?

12 A Yes.

13 Q Did you review this before it was filed in  
14 court?

15 A Yes.

16 Q You're satisfied that it was accurate in  
17 all respects?

18 A In all respects, yes, with a play on  
19 words.

20 Q What does that mean, "a play on words"?

21 A Because the administrative assistant  
22 position I accepted was specifically for the sales  
23 office.

24 Q Oh, I see. Well, your job wasn't

1 "wanted."

2 THE WITNESS: I was not given the  
3 administrative assistant position that I was  
4 offered --

5 Q (By Mr. Wilgoren:) Well, that's not --

6 A -- when I returned to work.

7 Q You were given a job of administrative  
8 assistant, were you not?

9 A Of an administrative assistant.

10 Q That's the job you were given,  
11 administrative assistant?

12 A Per se.

13

14 (Exhibit No. 19, Plaintiff's  
15 Answers to Defendant's First Set  
16 of Interrogatories.)

17

18 Q (By Mr. Wilgoren:) Ms. Cosgrove, you have  
19 before you what's been marked as Deposition Exhibit  
20 No. 19. Can you identify this document?

21 A I believe it's the answers to the  
22 interrogatories.

23 Q Were these prepared for your signature?

24 A Yes.

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## **Patricia Cosgrove v. New Seabury Resources Management**

Transcript of the Testimony of:

### **Stephen Brennan**

### **January 18, 2006**

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Stephen Brennan 1-18-2006  
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34	<p>1 A While I was still at ClubCorp, Mark O'Neil</p> <p>2 was obtained by New Seabury as a consultant</p> <p>3 to look into the issues and problems of</p> <p>4 underperformance.</p> <p>5 At that point, Mark started passing</p> <p>6 documents on to me to assess and look at and</p> <p>7 give me feedback on.</p> <p>8 Q What period was this?</p> <p>9 A Probably September-October of 2002,</p> <p>10 somewhere in that range, the fall.</p> <p>11 As he moved through his due</p> <p>12 diligence, his feeling was that some changes</p> <p>13 needed to be made specifically at the top,</p> <p>14 suggested that to the corporate entity of</p> <p>15 New Seabury, and they agreed.</p> <p>16 They asked me to come up in November.</p> <p>17 I toured the property, continued reviewing</p> <p>18 documents. In December I accepted the</p> <p>19 position and started in January.</p> <p>20 Q Had you -- when did you first -- was this</p> <p>21 your first dealing with Mark O'Neil?</p> <p>22 A No.</p> <p>23 Q When did you first meet Mark O'Neil?</p> <p>24 A Mark O'Neil -- he hired me in Connecticut to</p>	36	<p>1 You have a cabana club; you have a beach</p> <p>2 club, you have a tennis facility, you have a</p> <p>3 wastewater treatment plant; you have a</p> <p>4 practice facility; you have a fitness</p> <p>5 center, and we have a housing development as</p> <p>6 well.</p> <p>7 Q Other than those buildings, are there other</p> <p>8 buildings on the property?</p> <p>9 A On the -- I guess my question is the</p> <p>10 property directly that we own or the New</p> <p>11 Seabury area?</p> <p>12 Q What's the difference?</p> <p>13 A There's 1200 units/homes there, okay? We --</p> <p>14 additionally, I'm sorry, I did leave out</p> <p>15 we've got 20 rental units as well.</p> <p>16 Q Other than residential buildings, are there</p> <p>17 other buildings on the New Seabury property</p> <p>18 other than the ones you've mentioned?</p> <p>19 A Property that we don't own, there's two real</p> <p>20 estate offices that we don't own. They're a</p> <p>21 separate entity from us. And there is also</p> <p>22 what's called a marketplace that we do not</p> <p>23 own.</p> <p>24 Q And where's your office?</p>
35	<p>1 go work for the PGA Tour.</p> <p>2 Q Did you work closely with him when you</p> <p>3 worked for the PGA Tour?</p> <p>4 A He was the general manager. I ran the</p> <p>5 outside operation.</p> <p>6 Q And other than a PGA Tour, did you work with</p> <p>7 Mark O'Neil on any other position?</p> <p>8 A After hours at KSL, Mark had applied with</p> <p>9 KSL in a regional role. They ultimately</p> <p>10 asked me my opinion. I endorsed it. He was</p> <p>11 hired by KSL.</p> <p>12 When he took over the mid Atlantic,</p> <p>13 at that point they asked me to go work</p> <p>14 directly for him up in Virginia.</p> <p>15 Q What about at ClubCorp?</p> <p>16 A No.</p> <p>17 Q Can you describe to me what the New Seabury</p> <p>18 facility is like? Is it just one facility?</p> <p>19 A It's 2800 acres, 40,000-square-foot</p> <p>20 clubhouse, 36 holes of golf, three miles of</p> <p>21 private beach, banquet facility within the</p> <p>22 clubhouse.</p> <p>23 You have a separate restaurant and</p> <p>24 banquet facility called the Popponesset Inn</p>	37	<p>1 A My office is in the warehouse.</p> <p>2 Q I don't think you mentioned the warehouse</p> <p>3 before.</p> <p>4 A There's two warehouses. One warehouse was</p> <p>5 converted into office space. There's a golf</p> <p>6 maintenance facility as well.</p> <p>7 Q Okay. So there's two warehouses.</p> <p>8 What's the warehouse -- is there a</p> <p>9 name by which people refer to the warehouse</p> <p>10 that your office is in?</p> <p>11 A The warehouse.</p> <p>12 Q They call it the warehouse?</p> <p>13 A (Witness nods.)</p> <p>14 Q What about the other warehouse, what do they</p> <p>15 call that?</p> <p>16 A Maintenance.</p> <p>17 Q How many offices are in the warehouse where</p> <p>18 you work?</p> <p>19 A Between cubes and offices, there's probably</p> <p>20 25.</p> <p>21 Q And you called it a warehouse.</p> <p>22 Does it look like a warehouse on the</p> <p>23 outside?</p> <p>24 A Mm-hmm.</p>

10 (Pages 34 to 37)



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38	<p>1 Q Has it been refurbished on the inside?</p> <p>2 A Yes.</p> <p>3 Q So on the inside, is it all office space?</p> <p>4 A Yes.</p> <p>5 Q Has your office been in that building the</p> <p>6 whole time you've been at New Seabury?</p> <p>7 A No, just since last summer.</p> <p>8 Q Before last summer, where was your office?</p> <p>9 A What is now known as the sales cottage,</p> <p>10 which deals with the real estate.</p> <p>11 Q What was that building known as before?</p> <p>12 A Administration or reception center.</p> <p>13 Q So you mentioned you don't own the real</p> <p>14 estate offices?</p> <p>15 A This particular one is part of the real</p> <p>16 estate development. Doesn't fall under my</p> <p>17 purview.</p> <p>18 Q Does the -- is the sales cottage still owned</p> <p>19 by New Seabury?</p> <p>20 A It's owned by an entity of New Seabury.</p> <p>21 Q What's your understanding --</p> <p>22 MR. WILGOREN: Can I -- just so we</p> <p>23 understand, when we say New Seabury, we're</p> <p>24 talking about the defendant, New Seabury</p>	40	<p>1 the refurbish; is that correct?</p> <p>2 A Correct.</p> <p>3 Q How many different departments are there at</p> <p>4 New Seabury?</p> <p>5 A I'd say nine.</p> <p>6 Q Can you name the departments?</p> <p>7 A Golf, golf maintenance, tennis. I don't</p> <p>8 know if I call fitness a department, but</p> <p>9 fitness could be stated, catering, food and</p> <p>10 beverage, lodging, lodging/housekeeping.</p> <p>11 They're one, basically, and you have</p> <p>12 administration.</p> <p>13 Q How many -- are these the same departments</p> <p>14 that were at New Seabury when you started</p> <p>15 working there in January '03?</p> <p>16 A Pretty much.</p> <p>17 Q So there hasn't been a significant</p> <p>18 restructure of the departments?</p> <p>19 A Of roles within the department. Not so much</p> <p>20 the departments themselves.</p> <p>21 Q Is there a personnel department at New</p> <p>22 Seabury?</p> <p>23 MR. WILGOREN: Objection.</p> <p>24 At what point in time?</p>
39	<p>1 Resources Management, Inc.?</p> <p>2 MS. SCHWAB: Yes.</p> <p>3 MR. WILGOREN: Okay.</p> <p>4 THE WITNESS: Okay.</p> <p>5 MS. SCHWAB: What else would we be</p> <p>6 talking about, the community?</p> <p>7 MR. WILGOREN: I don't know. I just</p> <p>8 wanted to define just for clarity.</p> <p>9 MS. SCHWAB: Yes, that's what I'm</p> <p>10 talking about. Thank you.</p> <p>11 BY MS. SCHWAB:</p> <p>12 Q When was the warehouse that your office is</p> <p>13 in renovated?</p> <p>14 A Began sometime in the spring and we moved in</p> <p>15 in August.</p> <p>16 Q Spring of '05?</p> <p>17 A Yes.</p> <p>18 Q Before that, what was that building like?</p> <p>19 A It was a warehouse.</p> <p>20 Q And was it used?</p> <p>21 A Yes.</p> <p>22 Q Do you know what it was used for?</p> <p>23 A As a warehouse and office space.</p> <p>24 Q But your office wasn't in there until after</p>	41	<p>1 MS. SCHWAB: Now.</p> <p>2 A Our HR is based in Florida.</p> <p>3 Q But when you started in January '03, was</p> <p>4 there an HR personnel department?</p> <p>5 A There was HR/payroll.</p> <p>6 Q And was that a department?</p> <p>7 A It was an individual.</p> <p>8 Q Lee O'Shea?</p> <p>9 A Yes.</p> <p>10 Q At New Seabury you have seasonal employees</p> <p>11 and permanent employees; is that correct?</p> <p>12 A We have full-time employees. We have</p> <p>13 full-time seasonal employees, and we have</p> <p>14 part-time employees.</p> <p>15 Q Okay.</p> <p>16 And what is the definition of a</p> <p>17 full-time employee?</p> <p>18 A Full-time employee is in excess of ten</p> <p>19 months a year, basically 40 hours plus a</p> <p>20 week.</p> <p>21 Q What about full-time seasonal?</p> <p>22 A Forty hours a week, less than ten months.</p> <p>23 Q And part time?</p> <p>24 A Anything less than the 40-hour factor.</p>

11 (Pages 38 to 41)

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42		44	
1	Generally seasonal being summertime help.	1	Q And what about for seasonal, do you know
2	Q What is the season for employment purposes	2	what the definition is?
3	at New Seabury?	3	A Temporary employment. There's no
4	A I need a little more scope of what you're	4	definition.
5	looking for.	5	Q And does the notation in somebody's
6	Q Well, what's the time frame that a seasonal	6	personnel file refer to the rule of thumb
7	employee would work?	7	definitions that you've used or the handbook
8	A Generally it would be in June at some point,	8	definitions?
9	and most of them would be gone by just after	9	A It would be the rule of thumb. It's
10	Labor Day.	10	different from the -- whether they're
11	Q When someone is hired at New Seabury, are	11	eligible for benefits or not.
12	they informed whether they're a full-time	12	Q Can you give me a rough estimate of how many
13	employee, full-time seasonal or part-time	13	employees you have in the golf department?
14	employee?	14	Can you tell me how many -- let's
15	A Generally.	15	look -- let's take 2005.
16	Q And what -- how is a seasonal employee	16	A Mm-hmm.
17	informed of what that entails, how long they	17	Q How many seasonal employees you had and how
18	can expect to work?	18	many full-time employees you had in the golf
19	A The department head would basically give	19	department.
20	them a scope of what the work is.	20	MR. WILL GOREN: Objection.
21	Q Is there usually an employment contract for	21	When in 2005?
22	a seasonal employee?	22	Q Well, during the whole year.
23	A No.	23	A Full-time, there's three.
24	Q Is there usually some sort of a notation in	24	Q How many seasonal?
43		45	
1	someone's personnel file if they're a	1	A Fifty.
2	seasonal employee?	2	Q Fifty?
3	A On their status form.	3	A Ballpark.
4	Q And similarly if someone's a full-time	4	Q How about golf maintenance?
5	employee, is there a notation on their	5	A Year round is ten, and there are roughly 50.
6	personnel file?	6	Q Tennis?
7	A Yes.	7	A No employees.
8	Q Where do you get these definitions that	8	Q So what goes on in the tennis department?
9	you've given me for full-time, full-time	9	A It's a contract. It's contracted out.
10	seasonal and part-time?	10	Q Do you know how many contracted employees
11	A Just a rule of thumb that we use.	11	there are?
12	Q Are there -- is there any written guidance	12	A I pay one contract.
13	for what qualifies as full-time versus	13	Q Excuse me?
14	seasonal?	14	A I pay one contract. I don't know how many
15	A I believe the only thing in the handbook	15	they have.
16	goes back to the benefit eligibility.	16	Q How about fitness?
17	Q And is that the same as the definitions that	17	A It's contract.
18	you've given me?	18	Q Catering?
19	A No.	19	A Catering currently there's two full-time
20	Q How does it differ?	20	people and total headcount probably --
21	A I believe it's 36 hours or -- I don't know	21	probably exceeds 100.
22	the exact number, something less than 40	22	Q And that's during the high season, during --
23	hours, slightly less than 40 hours has to be	23	A Yes, they're all part-time type.
24	maintained for benefits.	24	Q How about food and beverage?

12 (Pages 42 to 45)



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50		52	
1	A I think there was about eight.	1	pay to use the facility, to be members.
2	Q How about seasonal in mid-2003?	2	This is roughly how much we do in revenue.
3	A Would have been just one.	3	This is what we're expected to do in
4	Q How have the revenues at New Seabury changed	4	initiation fees, and this is what we expect
5	from when you started to now?	5	the bottom line to be.
6	A The lodging revenues have been reduced	6	And we do comparative of the growth
7	dramatically due to the fact that in '02	7	over the last three years of the changes
8	there was 100-plus units that were in the	8	we've made, making the club private, making
9	rental pool.	9	it more exclusive and delivering a better
10	I today we have -- on a given day we	10	product.
11	might have 20 to rent. In excess of a	11	Q Any other information to employees in 2005
12	million dollars came out of the lodging	12	about the financials?
13	revenues.	13	A I will generally give a capital summary as
14	Q And what was the reason for the reduction in	14	far as reinvestment goes.
15	the number of units?	15	Q When will you do that?
16	A We were able to sell off the existing	16	A In the employee meetings.
17	Mausshop units, M-A-U-S-H-O-P.	17	Q How frequent are employee meetings?
18	Q Is that a resort?	18	A Every employee goes through them. They take
19	A It's a section.	19	place basically June 1st through July 1st.
20	Q Any other reason that there was such a	20	Q What about in 2004, what information did you
21	reduction in units?	21	give to employees about financials?
22	A Yes, it was not profitable.	22	A Preferably the same information, the
23	Q So how have profits changed, then, in the	23	year-over-year growth, the goals for the
24	lodging area?	24	year. We had made some significant changes
51		53	
1	MR. WILGOREN: Objection. Assumes	1	taking the club private, setting the
2	that there were profits at a certain point	2	expectations higher.
3	in time.	3	Q What about in 2003?
4	A The lodging by itself is nearly a breakeven	4	A Kind of setting parameters again, explaining
5	operation now, comparative to losing	5	that we're in the process of establishing
6	hundreds of thousands of dollars.	6	what New Seabury was and what it was
7	Q What other changes have there been in the	7	becoming.
8	revenues since you started?	8	Q When did you communicate that information?
9	A The dues line has increased dramatically	9	A To the department head specifically. And
10	The initiation fees have increased	10	then we did a couple of great -- what was
11	dramatically. The food and beverage and	11	called great training sessions.
12	catering sales have stabilized with	12	Q When -- when was the information
13	reasonable growth. And the bottom line has	13	communicated to the department heads?
14	increased from 800,000 to 2.7 million.	14	A Every week.
15	Q What's the bottom line?	15	Q And when were the great training sessions?
16	A Bottom line's EBITDA.	16	A Early summer.
17	Q I was waiting for that term to come back	17	Q Of 2003?
18	into play.	18	A Mm-hmm.
19	What type of information do you -- in	19	Q Anything between when you started in January
20	2005, what type of information did you give	20	'03 and early summer '03 that -- any
21	to New Seabury employees about financials,	21	information communicated other than to
22	revenues, bottom line?	22	department heads?
23	A 2005, the employee training, they get a	23	A It could have been disseminated down through
24	broad-brush stroke this is how much people	24	the department heads

14 (Pages 50 to 53)

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58		60	
1	Q Have you had occasion at your tenure at New	1	Q Any other situations when you've given
2	Seabury to give any verbal warnings?	2	verbal warnings?
3	A Yes.	3	A I gave one to Mary Polino.
4	Q On how many occasions?	4	Q Who is Mary Polino?
5	A Probably just a couple.	5	A She was my assistant at one point.
6	Q What were the circumstances?	6	Q What was the reason for the verbal warning?
7	A It would be department head level or above.	7	A Attitude.
8	Q Can you describe specifics?	8	Q What was the outcome?
9	A One individual it was simply job performance	9	A A few weeks later she quit.
10	and maintaining the levels we needed to	10	Q Between the verbal warning and the time she
11	maintain within his department.	11	quit, did you have occasion to give her any
12	Q What do you mean by maintaining the levels?	12	other discipline?
13	A Maintaining the levels of the expectations	13	A No.
14	set forth.	14	Q Any other situations when you've given
15	Q And did you give this person a verbal	15	verbal warnings?
16	warning?	16	A Not that comes to mind.
17	A Yes.	17	Q How about have you ever had occasion to give
18	Q And what happened after that?	18	written warnings?
19	A It corrected itself.	19	A I have not.
20	Q What -- and who is this individual?	20	MR. WILGOREN: That's with reference
21	MR. WILGOREN: For the purpose of	21	to his tenure at New Seabury, I take it?
22	whenever we talk about individual employees	22	MS. SCHWAB: Yes, it is.
23	of New Seabury Resources Management, the	23	Q Can you explain to me what the Villa Program
24	parties have a confidentiality agreement,	24	was at New Seabury?
59		61	
1	and so those portions of the transcript	1	A The Villa Rental Program was an opportunity
2	should be denoted as confidential.	2	for homeowners to be able to participate in
3	A Brendan Reilly.	3	our rental program
4	Q What other situations have you had occasion	4	They would give us X number of weeks,
5	to give verbal warnings?	5	designate the weeks. In lieu of that, we
6	A Scott Nickerson at one point.	6	would attempt to rent those out through our
7	Q What was the situation?	7	lodging program, and they would get a
8	A Misapplication --	8	percentage of the income from it, and we'd
9	MR. WILGOREN: Again, I have a	9	get a percentage.
10	running objection to this entire line of	10	Q What percent would New Seabury keep, if you
11	questioning about discipline in general and	11	remember?
12	particular individuals who may have been	12	A It's 50 percent.
13	disciplined by Mr. Brennan.	13	Q And was that program in effect when you
14	A It was a misapplication of a chemical.	14	started at New Seabury?
15	Q Can you be more specific?	15	A Yes.
16	A It was a misapplication of a chemical on the	16	Q Did it end at some point?
17	golf course.	17	A Yes.
18	Q And after that, you gave Mr. Nickerson a	18	Q What -- at what period did it end?
19	written warning?	19	A Basically went away at the end of '03,
20	A No.	20	beginning of '04.
21	Q A verbal warning. I'm sorry?	21	Q So in '04, did you rent any units through
22	A Yes.	22	the Villa Program?
23	Q And what happened after that?	23	A They would have been a couple of the
24	A We didn't have a problem.	24	existing Secur [ph.] units. Where our units

16 (Pages 58 to 61)

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62	<p>1 are, they're quarter shares, so they could</p> <p>2 put their quarter shares in with our quarter</p> <p>3 shares because we were already maintaining</p> <p>4 it.</p> <p>5 Q Other than that, any other --</p> <p>6 A Not outside of that.</p> <p>7 Q Did you -- were you involved in the decision</p> <p>8 to end the Villa Program?</p> <p>9 A Yes.</p> <p>10 Q And what were -- and who else was involved</p> <p>11 in that decision?</p> <p>12 A Tanya Copestick had written the budget two</p> <p>13 ways, with the Villa rental program and</p> <p>14 without it, and it came out black and white.</p> <p>15 Q When did Tanya Copestick write the two</p> <p>16 budgets?</p> <p>17 A Would have been in the fall of '03.</p> <p>18 Q So what was the specific reason, then, for</p> <p>19 ending the program?</p> <p>20 A It was not profitable.</p> <p>21 MS. SCHWAB: Why don't we take about</p> <p>22 a five-minute break, if that's all right.</p> <p>23 MR. WILGOREN: Sure.</p> <p>24 (Recess.)</p>	64	<p>1 department?</p> <p>2 A I don't think so.</p> <p>3 Q And now there aren't?</p> <p>4 A No.</p> <p>5 Q Before your hire at New Seabury, do you know</p> <p>6 who the previous general manager was?</p> <p>7 A Wayne Kapral</p> <p>8 Q And when you mentioned before that Mark</p> <p>9 O'Neill felt that there needed to be a change</p> <p>10 at the top, are you referring to a need to</p> <p>11 replace Wayne Kapral?</p> <p>12 A Yes.</p> <p>13 Q And do you have an understanding of why</p> <p>14 Mr. O'Neill thought that Mr. Kapral should be</p> <p>15 replaced?</p> <p>16 MR. WILGOREN: Objection. Relevancy.</p> <p>17 A Yes. He -- the property was not performing</p> <p>18 to the levels it should.</p> <p>19 Q Was it your understanding that Mr. Kapral</p> <p>20 was an acting general manager or permanent</p> <p>21 general manager?</p> <p>22 A I believe it was permanent. I've heard</p> <p>23 other people say acting.</p> <p>24 Q When you came on in January '03, was there</p>
63	<p>1 BY MS. SCHWAB:</p> <p>2 Q Just one question about something we talked</p> <p>3 about before.</p> <p>4 You mentioned that one revenue stream</p> <p>5 is initiation fees; is that correct?</p> <p>6 A That's correct.</p> <p>7 Q And what department handles initiations?</p> <p>8 A It goes out basically under membership.</p> <p>9 Q And is that a separate department than the</p> <p>10 ones that we talked about previously?</p> <p>11 A It's a one-person department.</p> <p>12 Q Was that a department that existed in</p> <p>13 2003 --</p> <p>14 A Yes.</p> <p>15 Q -- when you started?</p> <p>16 A Yes.</p> <p>17 Q How many people were employed in membership</p> <p>18 when you started?</p> <p>19 A There was one. It could have been deemed as</p> <p>20 two.</p> <p>21 Q Excuse me?</p> <p>22 A One that I know for sure, but another person</p> <p>23 could have been deemed in that department.</p> <p>24 Q Any seasonal employees in the membership</p>	65	<p>1 some sort of announcement to the employees</p> <p>2 that you had come on as general manager?</p> <p>3 A I believe there was a memo sent out</p> <p>4 Q Do you know if there was any indication</p> <p>5 about what your role would be in the</p> <p>6 company?</p> <p>7 A General manager and chief operating officer.</p> <p>8 Q Was there any mention of your involvement</p> <p>9 of -- in turning the company around?</p> <p>10 A I don't believe the memo stated that</p> <p>11 directly.</p> <p>12 Q Do you know if there was any time after you</p> <p>13 started working at New Seabury that it was</p> <p>14 communicated to employees that you would be</p> <p>15 involved in a turnaround of the company?</p> <p>16 A On the department head level.</p> <p>17 Q And other than that?</p> <p>18 A Probably not.</p> <p>19 Q What was communicated to department heads</p> <p>20 about that?</p> <p>21 A The budget process, the goals and objectives</p> <p>22 for the '03 year, the assessment and</p> <p>23 challenging of every aspect of how we do the</p> <p>24 operation.</p>

17 (Pages 62 to 65)



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66		68	
1	Q Were there specific discussions about	1	relating to hiring people?
2	staffing?	2	A Yes.
3	A Absolutely.	3	Q And how many people were you involved in
4	Q What -- what types of discussions?	4	hiring, people who weren't already employed
5	A Headcount, total payroll dollars per	5	at New Seabury?
6	department, types of positions, seasonal	6	MR. WILGOREN: Objection.
7	activity versus -- busy season versus not	7	What points in time?
8	busy season, activity, to dictate the	8	Q In all of 2003.
9	levels.	9	A Anybody that wasn't there.
10	Q What discussions did you have with	10	Q And how many people were hired who -- how
11	department heads about headcount?	11	many people were brought on to the staff,
12	A That when we're out of season, we need to	12	new people, in 2003?
13	pare it all the way down to only the bare	13	A Well, there -- I couldn't even begin to
14	essentials.	14	guess. I mean, we had in excess of 300
15	Q What about -- what discussions did you have	15	employees, you know, right around 300
16	about payroll?	16	employees for the summertime. I obviously
17	A That we need to maintain the payroll dollars	17	did not hire every individual.
18	being at or below our budget levels.	18	Q Well, how many people were you involved in
19	Q And what about types of positions?	19	hiring?
20	A Necessary positions. It wasn't a type.	20	MR. WILGOREN: What do you mean by
21	Q What parameters or guidelines did you	21	"involved in"?
22	discuss with department heads about reducing	22	Q That you had any involvement in reviewing
23	the number of employees?	23	the applications, interviewing, approving.
24	A Challenging the number of employees versus	24	A Well, I'll start with the golf course. The
67		69	
1	the workload at hand, can you do it better,	1	golf -- director of golf was demoted and
2	can you do it without this, can you do it	2	moved him into the superintendent position.
3	without that.	3	The superintendent was demoted from
4	Q Any discussion about what factors to	4	superintendent to assistant superintendent
5	consider with respect to individual	5	And the golf pro was demoted to the
6	employees to lay off?	6	instructor of golf.
7	A No, it was more on what roles could be	7	At that point, I had to hire a head
8	combined, what roles were deemed to be	8	golf professional.
9	necessary and how to do it more efficiently.	9	Q And when was that?
10	Q Did you have any discussions with department	10	A That -- I think he came on board in May,
11	heads about position changes under	11	roughly.
12	demotions?	12	Q Is that a seasonal position?
13	A That would have come up when a particular	13	A That is a year-round position.
14	position wasn't needed, but there could have	14	Q What was your involvement in hiring the head
15	been something else that was still needed at	15	golf pro?
16	that point in time.	16	A Advertising, interviewing, going through the
17	Q And what did you say about that?	17	whole process.
18	A We did it whenever we could.	18	Q Did you make the final selection?
19	Q Why would you do that whenever you could?	19	A Yes, I did.
20	A When there was an opportunity to retain	20	Q Who is the person that you hired?
21	somebody, we'd try to retain them, if the	21	A Brendan Reilly.
22	business reason justified it.	22	Q What other -- let's focus on permanent or
23	Q When you were -- when you started 59 New	23	full-time people.
24	Seabury, did you have responsibilities	24	What other full-time nonseasonal

18 (Pages 66 to 69)

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70	<p>1 employees were you involved in hiring in</p> <p>2 2003?</p> <p>3 A Membership director</p> <p>4 Q Who did you hire?</p> <p>5 A Bob Higgins.</p> <p>6 Q When was he brought on?</p> <p>7 A Same day I was.</p> <p>8 Q Were you the one who made the final decision</p> <p>9 on that?</p> <p>10 A Mm-hmm.</p> <p>11 Q Anyone else?</p> <p>12 A Marion Lent.</p> <p>13 Q What was she hired to do?</p> <p>14 A Business development.</p> <p>15 Q When was she brought on?</p> <p>16 A Just after I started.</p> <p>17 Q Did you make the final decision on that?</p> <p>18 A Yes.</p> <p>19 Q Anyone else?</p> <p>20 A In 2003? Is that correct?</p> <p>21 Q Yes, 2003.</p> <p>22 A Wasn't a new hire but promoted Wayne Spencer</p> <p>23 and Phyllis D'Eramo after the termination of</p> <p>24 Kapral.</p>	72	<p>1 A Director of golf is the top. That position</p> <p>2 was not replaced.</p> <p>3 Q That person was demoted to what position?</p> <p>4 A Superintendent. Golf course superintendent.</p> <p>5 Q So you talked to McGraw -- Mr. McGraw about</p> <p>6 being head golf pro, and he indicated he</p> <p>7 wasn't interested?</p> <p>8 A Correct.</p> <p>9 Q Why was it that you approached Mr. McGraw</p> <p>10 before looking outside for the position?</p> <p>11 A To find out if he was really qualified, to</p> <p>12 find out if he was interested. Ultimately,</p> <p>13 he had had a heart attack very young and did</p> <p>14 not want to -- couldn't physically maintain</p> <p>15 what we were -- what we needed.</p> <p>16 Q Would you have liked to have hired from</p> <p>17 within, if possible?</p> <p>18 A If there's an opportunity</p> <p>19 Q And what about membership director, did you</p> <p>20 make an effort to hire from that position</p> <p>21 from within?</p> <p>22 A No.</p> <p>23 Q Why did you not do that?</p> <p>24 A Because you need a sales professional to do</p>
71	<p>1 Q What positions did you promote them to?</p> <p>2 A Controller and assistant controller.</p> <p>3 Q What's Phyllis's last name, I'm sorry?</p> <p>4 A D'Eramo</p> <p>5 Q D'Eramo.</p> <p>6 Any other people from outside hired</p> <p>7 in permanent positions in 2003?</p> <p>8 A That I did, no</p> <p>9 Q That you were involved in in any way.</p> <p>10 A Correct.</p> <p>11 Q And as to the head golf pro, before you</p> <p>12 hired Brandon Rolley, did you make an effort</p> <p>13 to hire -- hire that position internally?</p> <p>14 A The conversation was had with Bob McGraw to</p> <p>15 explain what the role and the parameters,</p> <p>16 the expectation of the position was. He was</p> <p>17 not interested in that. So he was the only</p> <p>18 one that would have been remotely even</p> <p>19 closely qualified for it.</p> <p>20 Q Was he the one who was demoted from director</p> <p>21 of golf, I think you said --</p> <p>22 A No, from head golf professional to director</p> <p>23 of instruction.</p> <p>24 Q And was he at the top of the golf --</p>	73	<p>1 it.</p> <p>2 Q And how about business development position,</p> <p>3 Marian Lent, did you make an effort to hire</p> <p>4 from within for that position?</p> <p>5 A No, same -- same scenario.</p> <p>6 Q And what was it -- I'm sorry, what was the</p> <p>7 reason?</p> <p>8 A You need a sales professional, experienced</p> <p>9 sales.</p> <p>10 Q What do you define as an experienced sales</p> <p>11 professional?</p> <p>12 A Somebody that has a proven track record in</p> <p>13 developing and delivering new clients,</p> <p>14 contracts.</p> <p>15 MS. SCHWAB: I'd like to mark as an</p> <p>16 exhibit the position statement of New</p> <p>17 Seabury.</p> <p>18 The position statement I have -- I</p> <p>19 don't have the exhibits. Frankly, I didn't</p> <p>20 have time to copy them all. I'd be happy to</p> <p>21 include them in the final exhibits so it's</p> <p>22 complete, if you'd like.</p> <p>23 MR. WILGOREN: That's fine.</p> <p>24 MS. SCHWAB: We'll mark this as</p>

19 (Pages 70 to 73)

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74		76	
1	Exhibit 1.	1	qualified to perform the duties of business developer/development?
2	(Exhibit No. Position statement marked for identification.)	2	
3		3	A At that time, no.
4	BY MS. SCHWAB:	4	Q How about subsequent to that?
5	Q Do you recognize this document?	5	A Haven't needed to.
6	A I do.	6	Q When you started at New Seabury, were you involved in direct supervision of any employees?
7	Q What is it?	7	
8	A It's the position statement for New Seabury.	8	
9	Q Have you reviewed the document before?	9	A Department heads.
10	A Yes.	10	Q How many department heads were there?
11	Q And can you turn to page 14 of the document.	11	A It was eight or nine, somewhere in that vicinity.
12	Do you see the affirmation of respondent?	12	
13		13	Q Were you involved in direct supervision of any other employees?
14	A Mm-hmm.	14	
15	Q And where it says Stephen Brennan, is that your signature above that?	15	A Department heads had direct -- well, the accounting staff, the controller was obviously there, worked directly with the accounting staff.
16	A Yes, it is.	16	
17		17	
18	Q And did you review the document to make sure that it was true and accurate to the best of your knowledge?	18	
19		19	There were many renovations in the accounting process that had to happen, and then I had an administrative assistant that reported directly to me.
20	A We did.	20	
21	Q I apologize. I'm looking for something in the document.	21	
22		22	
23	(Pause.)	23	Q When you came on in part to do this turnaround, who else was involved in the
24		24	
75		77	
1	Q Can you turn to page 7 of the document?	1	turnaround?
2	The last paragraph, the third sentence, it says an outside salesperson was hired?	2	MR. WILGOREN: At what point in time?
3		3	Q When you started, who else was involved in affecting the turnaround?
4		4	
5	A Correct.	5	A Well, initially Mark O'Neil was brought in as a consultant and was retained for a period of time, I don't know, I guess 9 months, 12 months, something like that. He was there as well.
6	Q Who was the outside salesperson?	6	
7	A That was the business development person, Marian Lent.	7	
8		8	He wasn't there. He was involved as well.
9	Q What were her duties relating to sales?	9	
10	A She goes and develops business relationships for large one-day events.	10	Q Can you explain your role as compared with Mark O'Neil's role?
11		11	
12	Q How was it that you determined that there wasn't anybody internal who would be able to satisfy your needs for this position?	12	A Mark was a consultant hired by American Real Estate Partners to basically get a team in place -- me -- to, in effect, get the properties at a level of profitability and have it amortized to the point that it was ready when we started building homes.
13		13	
14	MR. WILGOREN: Objection. Relevancy.	14	
15		15	
16	A In my assessment, we didn't have any professional salespeople.	16	Q What -- after getting you in place, what other involvement did Mark O'Neil have?
17	Q What was your assessment based on?	17	
18	A The lack of sales or developing new business. It was wait for the phone to ring. And we get our business that way, and we needed to grow the business.	18	A Reviewed financials, periodic visits, have a second set of eyes
19		19	
20	Q Did you have any discussions with any employees to determine if they might be	20	
21		21	
22		22	
23		23	
24		24	Q Did you discuss decisions with him, things

20 (Pages 74 to 77)



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78	<p>1 that you were thinking of doing?</p> <p>2 A Yes.</p> <p>3 Q Did you discuss employment-related decisions</p> <p>4 with him?</p> <p>5 MR. WILGOREN: Objection. Vague.</p> <p>6 A I would say yes, we discussed everything</p> <p>7 from the, you know, budgeted dollars to</p> <p>8 efficiencies of departments.</p> <p>9 Q You mentioned before that you talked with</p> <p>10 department heads about reducing headcount.</p> <p>11 Were you involved in all of the</p> <p>12 decisions relating to what specific</p> <p>13 employees to lay off or terminate?</p> <p>14 MR. WILGOREN: Objection.</p> <p>15 A I would -- you can't say all</p> <p>16 Q Were you involved at all in decisions as to</p> <p>17 individual employees?</p> <p>18 A Some.</p> <p>19 Q What employees would you be involved in the</p> <p>20 decisions?</p> <p>21 A It would be more of -- as an example, the</p> <p>22 chef tried to figure out how he could pare</p> <p>23 down for the off season and how to do it.</p> <p>24 Counselor him on that, ways to become more</p>	80	<p>1 A There was a discussion with each department</p> <p>2 head.</p> <p>3 Q And what would you talk about during the</p> <p>4 discussions?</p> <p>5 A What they need to do to maintain, be</p> <p>6 prepared for the spring, and doing it as</p> <p>7 efficiently as possible with as much</p> <p>8 cross-over as possible.</p> <p>9 Q And would you have to sign off on every</p> <p>10 staffing decision that was made?</p> <p>11 A Ultimately, yes.</p> <p>12 Q Was there a deadline that you gave to each</p> <p>13 department head to come to you with a</p> <p>14 proposal relating to staffing?</p> <p>15 A No, because it was ongoing. It goes on to</p> <p>16 this day.</p> <p>17 Q So in 2003 -- when you started in 2003, what</p> <p>18 was the first meeting that you had with the</p> <p>19 department head relating to restructuring of</p> <p>20 staffing?</p> <p>21 A There was a department head meeting with all</p> <p>22 of them, and at that point, put the</p> <p>23 challenge forth on -- through the budget</p> <p>24 process, establishing what they needed.</p>
79	<p>1 efficient, doing it without the bodies.</p> <p>2 Q And what things did you talk about with the</p> <p>3 chef relating to that?</p> <p>4 A Basically being able to finish your what we</p> <p>5 call winter work. It's the deep clean in an</p> <p>6 efficient time and manner, not to cast it</p> <p>7 out over a period of the wintertime and</p> <p>8 months.</p> <p>9 We closed the restaurant completely</p> <p>10 for six weeks to enable that. It would be</p> <p>11 to walk through and challenge every position</p> <p>12 as to why do you need him when we don't have</p> <p>13 any business going on.</p> <p>14 Q So would you go through each specific person</p> <p>15 and say what are they doing? Why do you</p> <p>16 need them?</p> <p>17 A I wouldn't say each person. They would come</p> <p>18 with a recommendation. If it was what I</p> <p>19 would deem as a more relevant position, I</p> <p>20 would be more involved. If it was a less</p> <p>21 relevant position, I would be less involved.</p> <p>22 Q Did each department head come to you with a</p> <p>23 recommendation in terms of staffing</p> <p>24 decisions during that time period?</p>	81	<p>1 Q When --</p> <p>2 A The budget wasn't completed at that point in</p> <p>3 time, so we used that as the tone to set the</p> <p>4 level of staff.</p> <p>5 Q When was that meeting?</p> <p>6 A It was early February.</p> <p>7 Q And after that, when was the next meeting</p> <p>8 that you had either with the department</p> <p>9 heads overall or with an individual</p> <p>10 department head about staffing?</p> <p>11 A We do weekly meetings.</p> <p>12 Q With all the department heads?</p> <p>13 A Yes.</p> <p>14 Q And when was the first time that you had --</p> <p>15 that you received some sort of a proposal or</p> <p>16 suggestion from a particular department head</p> <p>17 about how to restructure the staffing in</p> <p>18 that department?</p> <p>19 A Probably mid to late February, when the --</p> <p>20 the first run of labor for the budget.</p> <p>21 Q First what?</p> <p>22 A Run of labor for the budget.</p> <p>23 Q What does that mean?</p> <p>24 A It means what they're proposing for labor</p>

21 (Pages 78 to 81)

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82		84	
1	for their budgeted year	1	through position changes, either demotions
2	Q Was there one particular department head	2	or transfers?
3	that came to you at that time?	3	A The three I already mentioned. There were
4	A No, all.	4	at least five.
5	Q So all of them came to you?	5	Q Okay.
6	A Yes.	6	A Six. At least six.
7	Q With their first run of labor?	7	Q All right.
8	A (Witness nods.)	8	So there was Scott Nickerson, you
9	Q And did they give you some sort of documents	9	mentioned Mr. Robert McGraw, and who was the
10	relating to what they were thinking of in	10	other golf person that you mentioned?
11	terms of restructure?	11	A Dan Stone.
12	A No, it was verbal.	12	Q Dan Stone.
13	Q Was this a meeting with all of the	13	And then you said there were two or
14	department heads together?	14	three others?
15	A No, it was one on one with the controller	15	A Wayne Kapral was terminated.
16	and myself, testing the numbers.	16	Q Okay.
17	Q And the controller, that's Wayne --	17	I'm just talking about demotions or
18	MR. WILGOREN: Spencer.	18	transfers.
19	Q Wayne Spencer?	19	A Initially he was demoted from GM just to
20	A Yes.	20	CFO.
21	Q So you and Wayne Spencer had meetings with	21	Q Okay.
22	each of the individual department heads?	22	A Ultimately to be terminated, but at that
23	A (Witness nods.)	23	point he was demoted.
24	Q And what information did they present to you	24	Q Okay.
83		85	
1	at that time?	1	And then who else?
2	A Explaining the positions that they had per	2	A Rhonda had the option of being transferred,
3	month, what those positions were going to be	3	Rodgers.
4	used for; and then we'd challenge back on	4	Q Okay.
5	can they start two weeks later, can they --	5	Anyone else?
6	you know, when do you need them, think about	6	A Ultimately Patricia's position was
7	when you truly need them, and it was pared	7	eliminated and had an option to transfer.
8	back from there.	8	Q Anyone else?
9	Q At that time, did you have any discussions	9	A That's who comes to mind right now.
10	with individual department heads about the	10	Q Okay.
11	full-time employees?	11	So those six people were either
12	MR. WILGOREN: Objection. Vague.	12	transferred or demoted --
13	A As it relates to?	13	A Correct.
14	Q As it relates to reduction in staffing	14	Q -- during 2003?
15	A I can't recall at this time. I mean, there	15	About how many people -- how many
16	was discussions had, but I can't recall the	16	full-time employees had their jobs
17	discussions.	17	eliminated or terminated in 2003?
18	Q Was the main focus at that time the	18	A I don't know. On a year-over-year basis, I
19	anticipation of the current -- of the coming	19	mean, we reduced by close to 100 bodies,
20	high season and staffing relating to that	20	whether full-time or part-time. I don't
21	high season?	21	remember.
22	A No, it's every day what you need for staff.	22	Q Okay.
23	Q In 2003, how many full-time employees, in	23	Other than you mentioned Wayne Kapral
24	the best of your recollection, were -- went	24	was terminated, right?

22 (Pages 82 to 85)



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86	<p>1 A Min-I-min. Michele O'Brien's position was also</p> <p>2 eliminated.</p> <p>3 Q The plaintiff --</p> <p>4 A This is '03 we're talking about?</p> <p>5 Q '03</p> <p>6 A Right.</p> <p>7 Q Any others that you can remember, any other</p> <p>8 full-time employees?</p> <p>9 A Again, some of the kitchen staff was full</p> <p>10 time, and they became full time seasonal.</p> <p>11 You've had some F&amp;B staff that was full time</p> <p>12 that became full time seasonal.</p> <p>13 I believe -- and I am not 100 percent</p> <p>14 sure on this, but I believe some of the</p> <p>15 captains were deemed as full time when they</p> <p>16 were more of a -- they may have worked all</p> <p>17 year round, but they weren't 40-hour-a-week</p> <p>18 employees.</p> <p>19 Q All right.</p> <p>20 As to Robert McGraw, when was his</p> <p>21 position changed?</p> <p>22 A Spring of '03.</p> <p>23 Q And what was the change?</p> <p>24 A From head golf professional to director of</p>	88	<p>1 house in New Hampshire and sold his house.</p> <p>2 MS. SCHWAB: Can I mark this as</p> <p>3 Exhibit 2?</p> <p>4 (Exhibit No. 2 marked for</p> <p>5 identification )</p> <p>6 BY MS. SCHWAB:</p> <p>7 Q This document you've handed you is a</p> <p>8 three-page document with three different</p> <p>9 payroll change forms.</p> <p>10 Can you turn to the third page of the</p> <p>11 document?</p> <p>12 A Yes.</p> <p>13 Q Do you recognize this document?</p> <p>14 A Yes.</p> <p>15 Q What is it?</p> <p>16 A It's a payroll notice form.</p> <p>17 Q Did you fill it out?</p> <p>18 A No, Mark O'Neil did this.</p> <p>19 Q And where it says change approved by, do you</p> <p>20 recognize that as Mark O'Neil's signature?</p> <p>21 A Yes, it is.</p> <p>22 Q Okay.</p> <p>23 In the reason for the change, it says</p> <p>24 reevaluation of existing position?</p>
87	<p>1 instruction</p> <p>2 Q How would you categorize that position</p> <p>3 change?</p> <p>4 A Took a pay cut, less responsibility. It's a</p> <p>5 completely different position.</p> <p>6 Q Would you consider it a demotion?</p> <p>7 A Yes.</p> <p>8 Q Was he still full time after the -- in the</p> <p>9 new position?</p> <p>10 A Yes.</p> <p>11 Q And is Mr. McGraw currently employed at New</p> <p>12 Seabury?</p> <p>13 A He just left within the last three months</p> <p>14 Q Before he left, what was his position?</p> <p>15 A Director of instruction.</p> <p>16 Q And that's the position he had been demoted</p> <p>17 to in 2003?</p> <p>18 A Yes.</p> <p>19 Q Why did he terminate his employment?</p> <p>20 A He was able to -- basically, he made a</p> <p>21 mortgage off his house on the Cape. They</p> <p>22 were able to sell it. They were moving back</p> <p>23 to be closer to family in New Hampshire.</p> <p>24 Basically paid off his house in Florida,</p>	89	<p>1 A Correct.</p> <p>2 Q Do you know why that -- that was checked</p> <p>3 there?</p> <p>4 A Because the position was changing to be a</p> <p>5 larger position than what he had previously</p> <p>6 had, and he didn't have an interest in</p> <p>7 taking that position or maintaining in the</p> <p>8 position as it was going to be restructured</p> <p>9 to, as far as responsibilities.</p> <p>10 Q So you would check reevaluation of existing</p> <p>11 positions when an existing position changed</p> <p>12 and the person doesn't accept that position,</p> <p>13 then is offered a different position?</p> <p>14 A It could simply be the position changed.</p> <p>15 Q But in his situation, the position changed,</p> <p>16 and then he took a different position?</p> <p>17 A Correct.</p> <p>18 Q Okay.</p> <p>19 And Scott Nickerson you talked about</p> <p>20 before. When was his position changed?</p> <p>21 A Roughly the same time, right at the end of</p> <p>22 January</p> <p>23 Q And what was his position changed -- from</p> <p>24 what to what?</p>

23 (Pages 86 to 89)

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90		92	
1	A Director of golf to golf course	1	turnaround of New Seabury?
2	superintendent	2	A I talked about the goals.
3	Q Going back for a minute, I'm sorry, to	3	Q And what did you say about the goals?
4	Mr. McGraw, were you involved in the	4	A Just that for obvious reasons, things had to
5	conversation with Mr. McGraw about his	5	change with the efficiencies and how things
6	demotion?	6	were being run.
7	A I was involved with the -- yes, ultimately,	7	Q And did you say, you know, a lot of people
8	yes, I was.	8	are going to be going through position
9	I was initially involved in the	9	changes?
10	discussion of his interest in the new	10	A No.
11	position and what it would entail.	11	Q All right.
12	Q And what did you discuss during that meeting	12	How about Mr. Nickerson, were you
13	with him?	13	involved in his position change?
14	A What I saw as the objectives for the	14	A Yes.
15	position and the responsibilities of the	15	Q What was your involvement?
16	position as head golf professional, as I	16	A I spoke with him on my first visit to New
17	needed it.	17	Seabury in November of '02. Scott was very
18	Q And did you have any other discussions with	18	diligent in understanding why I was there in
19	Mr. McGraw about his position change, other	19	November before I had even accepted the job,
20	than that initial conversation?	20	and he basically said I hope you come
21	A I guess I need more detail on your question.	21	aboard. We're a sinking ship. And the only
22	Q You said you were involved in seeing if he	22	thing I ask is that I get my job back. I
23	was interested in the new --	23	took the director of golf position, you
24	A Correct.	24	know, at the company's request, and at the
91		93	
1	Q In the -- I guess the reevaluation of his	1	time I said I wanted my job back ultimately
2	old position?	2	when that change had to be made. And it was
3	A Right.	3	certainly fair to do that, and he's done a
4	Q Were you involved in other discussions with	4	great job for us since then.
5	him about putting him in this new different	5	Q Okay.
6	position?	6	So going back to November '02, what
7	A I asked him really what his goals were, what	7	did you say and what did he say during that
8	he wanted to do, and he said his love is	8	conversation?
9	teaching. There wasn't a director of	9	A I just said that.
10	instruction, so he moved into that position.	10	Q You said he was very understanding, but what
11	Q And so you tried to satisfy what he was	11	specifically did you say to him during that
12	looking for?	12	conversation?
13	A Well --	13	A The initial conversation was me gaining
14	MR. WILGOREN: Objection.	14	insight as to the property, how the golf and
15	Mischaracterization of the witness's	15	golf course operations work.
16	testimony.	16	You know, we spent half a day
17	A -- with the pay cut that he took, I wouldn't	17	together doing that, and from there at the
18	call it that.	18	end of the conversation he said, I hope you
19	Q In terms of his job responsibilities,	19	come aboard, you know, we have issues, we're
20	though?	20	a sinking ship; and, you know, ultimately,
21	A Correct.	21	you know, as I stated when I first took this
22	Q At any time during your discussions with	22	position, I just want my position back. I
23	Mr. McGraw about the position change, did	23	understand when it's time to do that.
24	you talk about the overall restructure of	24	Q And you said he said, you know, I hope you

24 (Pages 90 to 93)

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94	96
<p>1 come aboard. We're a sinking ship.</p> <p>2 What had you said about your general</p> <p>3 role?</p> <p>4 A Nothing. I was coming to view it for</p> <p>5 O'Neil, for another set of eyes.</p> <p>6 Q So how did he -- was it your impression that</p> <p>7 he thought you were coming in restructure</p> <p>8 the company and -- but make it more</p> <p>9 profitable?</p> <p>10 A Oh, there's no question he understood that.</p> <p>11 Q And how did he understand that?</p> <p>12 A He's intelligent.</p> <p>13 Q Did you say something to him about that?</p> <p>14 A Not in that visit.</p> <p>15 Q Previously had you?</p> <p>16 A That was the first time I had ever met him.</p> <p>17 Q When is the next time you met Mr. Nickerson?</p> <p>18 A When I started.</p> <p>19 Q And when was the next conversation that you</p> <p>20 had had about his position and his change of</p> <p>21 position?</p> <p>22 A Conversation was probably the third week of</p> <p>23 January, before I got there.</p> <p>24 Q And what was the conversation? What did you</p>	<p>1 Q When was he golf course superintendent?</p> <p>2 A Prior to being promoted to director of golf</p> <p>3 operations.</p> <p>4 Q And he wanted to be returned back to his</p> <p>5 previous position?</p> <p>6 A That's correct.</p> <p>7 Q I understand.</p> <p>8 Is Mr. Nickerson still working at New</p> <p>9 Seabury?</p> <p>10 A Yes, he is.</p> <p>11 Q And what's his position?</p> <p>12 A Golf course superintendent.</p> <p>13 Q And on this change of status form, do you</p> <p>14 have that -- that should be this -- I</p> <p>15 believe the second page in the exhibit?</p> <p>16 A Yes.</p> <p>17 Q Did you fill this form out?</p> <p>18 A I did not.</p> <p>19 Q Have you seen it before?</p> <p>20 A Yes.</p> <p>21 Q Do you know who filled it out?</p> <p>22 A I believe Mark O'Neil did.</p> <p>23 Q Okay.</p> <p>24 And it says change in position and</p>
95	97
<p>1 say during that conversation?</p> <p>2 A That we're going to move you back to the</p> <p>3 superintendent position. Dan at the same</p> <p>4 time will be moving back to the assistant</p> <p>5 superintendent position, and, you know,</p> <p>6 let's go forward, make it the best we can.</p> <p>7 Q And what did he say in response?</p> <p>8 A He goes, Hurry up and get here.</p> <p>9 Q And how would you characterize the change in</p> <p>10 position from director to superintendent?</p> <p>11 A It changes from overseeing the golf course</p> <p>12 and all of golf to simply overseeing --</p> <p>13 "simply" is a poor term, but to overseeing</p> <p>14 the golf courses only.</p> <p>15 Q Would you characterize it as a demotion?</p> <p>16 A Absolutely.</p> <p>17 Q And you mentioned that he wanted to be</p> <p>18 returned to the director of golf operations?</p> <p>19 A No.</p> <p>20 Q Oh, I thought you said -- I misunderstood.</p> <p>21 I thought you said the first</p> <p>22 position -- the first discussion you said he</p> <p>23 wanted to be returned to his position?</p> <p>24 A As golf course superintendent</p>	<p>1 responsibilities?</p> <p>2 A That would be correct.</p> <p>3 Q And we talked already about how his position</p> <p>4 had changed.</p> <p>5 Okay. How about Dan Stone, when is</p> <p>6 the first time that you talked to Dan Stone</p> <p>7 about a position change?</p> <p>8 A Probably not until end of February.</p> <p>9 Q And are you basing that on the fact that the</p> <p>10 document is dated March 5, '03?</p> <p>11 A No, it was just -- it was after the fact.</p> <p>12 Q After what fact?</p> <p>13 A After the fact of me getting there and</p> <p>14 getting my feet on the ground.</p> <p>15 Q And what was the conversation that you had</p> <p>16 with Mr. Stone, the first conversation?</p> <p>17 A Scott Nickerson had the initial conversation</p> <p>18 with him, and then I explained the salary</p> <p>19 change.</p> <p>20 Q What's your understanding of what</p> <p>21 Mr. Nickerson said to Dan Stone?</p> <p>22 A I don't know. I wasn't there.</p> <p>23 Q And so did you come in on a meeting that</p> <p>24 Mr. Nickerson and Mr. Stone were having?</p>

25 (Pages 94 to 97)



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98		100
1	A No.	1 A Albo Antenucci. Good luck.
2	Q You had a separate meeting --	2 Q And what -- who is currently the president?
3	A Yes.	3 A John Webber.
4	Q -- with Mr. Stone?	4 Q When did Mr. Antenucci -- when was his
5	And what did you say in that meeting	5 position as president ended?
6	to him?	6 A Summer '83
7	A I just wanted to explain the change in the	7 Q Do you have any knowledge of why he ended
8	salary, the timing of it. Went through	8 his position as president?
9	that, and that was the conversation.	9 MR. WILGOREN: Objection. Relevancy.
10	Q What was -- what was Mr. Stone's reaction?	10 A I believe that it was a restructure of
11	A Well, people weren't generally happy when	11 position and a salary decrease
12	they take a \$13,000 pay cut, but he	12 Q Where is the president's office located?
13	understood, and it obviously worked well	13 A Manhattan.
14	since he's still there doing a good job for	14 Q And were you --
15	us.	15 A My -- I'm sorry. This is president not of
16	Q Is he still in the same position?	16 New Seabury.
17	A He is.	17 Q And who is it president -- what entity is he
18	Q Did you explain during the meeting that	18 president of?
19	there was a restructure generally of New	19 A American Real Estate Partners.
20	Seabury at the time?	20 Q And what is New Seabury's relationship to
21	A No, we talked about the department.	21 American Real Estate Partners?
22	Q The golf department?	22 A A subsidiary.
23	A Golf course, golf department, yes.	23 Q So were you involved at all in Mr. Antenucci
24	Q And this form, the first page of Exhibit 2,	24 not being -- terminating his presidency?
99		101
1	do you recognize this form?	1 A No. No.
2	A I do.	2 Q When you came on board, was Mr. Kapral CFO?
3	Q Did you fill it out?	3 A Yes.
4	A Yes.	4 Q And at some point, he was terminated; is
5	Q Where --	5 that correct?
6	A I signed it.	6 A Correct.
7	Q Okay.	7 Q When did that happen?
8	A I'm --	8 A I'm guessing early March, late February,
9	Q So where it says change approved by, that's	9 early March, somewhere in that vicinity.
10	your signature?	10 Q Were you involved in his termination?
11	A Yes.	11 A Yes.
12	Q Did you fill out the form?	12 Q What was your involvement?
13	A I did not.	13 A It was reviewed with the president for the
14	Q Do you know who filled it out?	14 reasons we -- and the separation agreement
15	A No, not for sure.	15 was established, and myself and Mark O'Neil
16	Q And what about Wayne Kapral, were you	16 handled the termination.
17	involved in his demotion from general	17 Q What were the reasons?
18	manager to CFO?	18 MR. WILGOREN: Objection. Relevancy.
19	A No, the president of the company was.	19 A Basically failure to perform.
20	Q Do you know when it took place?	20 Q Had you had any discussions with Mr. Kapral
21	A Right before I got there.	21 about his performance problems previous to
22	Q Who is the president of the company?	22 this?
23	A It was Albo Antenucci	23 MR. WILGOREN: Objection.
24	Q Excuse me?	24 A They started prior to me getting there

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102	<p>1 Q Do you know if there were discussions with</p> <p>2 Mr. Kapral about his performance problems?</p> <p>3 MR. WILGOREN: Objection. Relevance.</p> <p>4 A Yes.</p> <p>5 Q Yes, there were?</p> <p>6 A (Witness nods.)</p> <p>7 Q And do you know what the substance of those</p> <p>8 conversations were?</p> <p>9 MR. WILGOREN: Objection.</p> <p>10 A Quality of work, accuracy of financial</p> <p>11 documents.</p> <p>12 Q Do you know if Mr. Kapral ever received any</p> <p>13 verbal warnings about his performance?</p> <p>14 MR. WILGOREN: Objection.</p> <p>15 A I believe so, but not -- wasn't there</p> <p>16 personally.</p> <p>17 Q Would that -- would there be a notation of</p> <p>18 that in his personnel file?</p> <p>19 A I would doubt it.</p> <p>20 Q Do you know if Mr. Kapral received any</p> <p>21 written warnings relating to his</p> <p>22 performance?</p> <p>23 MR. WILGOREN: Objection.</p> <p>24 A I do not know.</p>	104	<p>1 A No, there's not.</p> <p>2 Q Who performs the responsibilities that</p> <p>3 Mr. Kapral was to perform as CFO?</p> <p>4 A The controller.</p> <p>5 Q You mentioned before that Rhonda Rodgers was</p> <p>6 somebody who had an option of a transfer in</p> <p>7 2003.</p> <p>8 Can you explain what that option was?</p> <p>9 A We offered her the option to take over the</p> <p>10 lodging component.</p> <p>11 Q And what had her previous position been?</p> <p>12 A Membership sales.</p> <p>13 Q Did you have a discussion with her giving</p> <p>14 her that option?</p> <p>15 A Yes.</p> <p>16 Q Was there anyone else present?</p> <p>17 A I don't recall.</p> <p>18 Q Do you remember -- did you say anything to</p> <p>19 Ms. Rodgers at that meeting about the reason</p> <p>20 for the transfer?</p> <p>21 A The new membership director was already in</p> <p>22 place, which she was aware of. She was a</p> <p>23 quality individual that we felt could help</p> <p>24 the team.</p>
103	<p>1 Q And did you have a meeting with Mr. Kapral</p> <p>2 to talk about his termination?</p> <p>3 MR. WILGOREN: Objection.</p> <p>4 A I believe I answered that.</p> <p>5 Q And the answer was yes?</p> <p>6 A Yes.</p> <p>7 Q You did.</p> <p>8 Was there anyone else at that</p> <p>9 meeting?</p> <p>10 MR. WILGOREN: Objection.</p> <p>11 A I answered that as well. Mark O'Neill.</p> <p>12 Q Did Mr. Kapral say anything at the meeting</p> <p>13 where you terminated him?</p> <p>14 MR. WILGOREN: Objection.</p> <p>15 A He disagreed. He disagreed. I think he</p> <p>16 said something to the effect of he was</p> <p>17 signing the separation agreement under</p> <p>18 duress, and good luck.</p> <p>19 Q Was Mr. Kapral's termination characterized</p> <p>20 as a layoff?</p> <p>21 A No, it was a termination. Although we never</p> <p>22 did replace the position.</p> <p>23 Q And currently is there anybody in the</p> <p>24 position of CFO?</p>	105	<p>1 Q Did you characterize the transfer as a</p> <p>2 demotion?</p> <p>3 A No, lateral.</p> <p>4 Q And was it the same pay?</p> <p>5 A Yes.</p> <p>6 Q And did you consider it comparable</p> <p>7 responsibilities?</p> <p>8 A Probably more.</p> <p>9 Q And what was -- did Ms. Rodgers respond to</p> <p>10 your offer of the transfer at that meeting?</p> <p>11 A That her husband's job situation had changed</p> <p>12 and -- she might have wanted to think about</p> <p>13 it that night, but when she got back to me</p> <p>14 the answer was her husband's job situation</p> <p>15 had changed. He had picked up benefits, and</p> <p>16 she would be able to have the opportunity to</p> <p>17 stay home.</p> <p>18 Q And what happened after that with</p> <p>19 Ms. Rodgers?</p> <p>20 A That was it.</p> <p>21 Q Did she resign?</p> <p>22 A I never looked at it that way, but I guess I</p> <p>23 would say I guess so.</p> <p>24 Q How did you look at it?</p>

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114	<p>1 Q What do you mean reporting upward?</p> <p>2 A Public company, so we have a CFO in</p> <p>3 Manhattan, so therefore you don't have to</p> <p>4 have a CFO locally. It was a duplication of</p> <p>5 duties.</p> <p>6 Q Did Wayne Spencer become the controller</p> <p>7 after Wayne Kapral was terminated from his</p> <p>8 position as CFO?</p> <p>9 A That's correct, shortly thereafter.</p> <p>10 Q Like within a week or so?</p> <p>11 A A week, a month, somewhere in that vicinity.</p> <p>12 Q Earlier we talked about Rhonda Rodgers and</p> <p>13 that she was offered another position but</p> <p>14 didn't take the position?</p> <p>15 A Correct.</p> <p>16 Q Did you have any discussion with Ms. Rodgers</p> <p>17 during your conversation about offering the</p> <p>18 transfer about her pregnancy or about her</p> <p>19 request for leave?</p> <p>20 A Conversation about it? I don't believe so.</p> <p>21 I mean, I knew she was pregnant, obviously.</p> <p>22 Q So did you mention it at all during this</p> <p>23 meeting with her?</p> <p>24 A Not that I recall.</p>	116	<p>1 Q And did you talk about it?</p> <p>2 A We talked about the dates that she would be</p> <p>3 out.</p> <p>4 Q On her maternity leave?</p> <p>5 A Yes.</p> <p>6 Q And did you talk about that in the same</p> <p>7 discussion as talking about the transfer of</p> <p>8 her position?</p> <p>9 A No.</p> <p>10 Q When was it that you talked with Mr. O'Neil</p> <p>11 about Ms. Rodgers' maternity leave dates?</p> <p>12 A Probably when I realized what the dates</p> <p>13 were.</p> <p>14 Q Would that have been before or after you</p> <p>15 made the decision to transfer her position?</p> <p>16 A No, the decision to change the position was</p> <p>17 done before I even knew her.</p> <p>18 Q So then also before you knew she was on</p> <p>19 maternity leave?</p> <p>20 A I believe I didn't have knowledge of it at</p> <p>21 that point. I don't know.</p> <p>22 Q Did you at some point talk about how the</p> <p>23 position transfer would be impacted by the</p> <p>24 fact that she might be out on maternity</p>
115	<p>1 Q Do you know -- did she mention it at all</p> <p>2 during the meeting?</p> <p>3 A In the context of what, I guess is my</p> <p>4 question.</p> <p>5 Q In any context.</p> <p>6 A Not that I recall. I mean, there could have</p> <p>7 been conversation about it, but there's</p> <p>8 nothing that stands out.</p> <p>9 MR. WILGOREN: Only testify about</p> <p>10 what you recall. Don't speculate.</p> <p>11 Q Previous to your discussion with Ms. Rodgers</p> <p>12 about her transfer, did you talk about the</p> <p>13 transfer with anybody else, about the offer</p> <p>14 of a transfer?</p> <p>15 A Mark O'Neil.</p> <p>16 Q Anyone other than Mark O'Neil?</p> <p>17 A Not that I recall.</p> <p>18 Q Did you and Mark O'Neil talk about</p> <p>19 Ms. Rodgers' pregnancy?</p> <p>20 A Other than the fact that she was pregnant,</p> <p>21 no.</p> <p>22 Q Did you talk about the fact that she was</p> <p>23 pregnant?</p> <p>24 A We were both aware that she was pregnant.</p>	117	<p>1 leave for a period of time?</p> <p>2 A No. The position was being replaced with a</p> <p>3 different body on the membership sales side.</p> <p>4 That was a foregone conclusion.</p> <p>5 Q Her --</p> <p>6 A The new --</p> <p>7 Q Excuse me.</p> <p>8 Her original position was being</p> <p>9 replaced?</p> <p>10 A Yes.</p> <p>11 Q Okay. Go ahead.</p> <p>12 A That was a foregone conclusion. She helped</p> <p>13 train that position as far as getting that</p> <p>14 person knowledgeable with the property</p> <p>15 itself. He took over that position.</p> <p>16 With that, we said there will be a</p> <p>17 position for you. Don't know what it is</p> <p>18 yet, but there will be a position for you.</p> <p>19 When she came back or was about to</p> <p>20 come back from maternity leave I believe is</p> <p>21 the time we had the conversation of the</p> <p>22 position in lodging.</p> <p>23 Q Who was the person who took over her</p> <p>24 original position?</p>

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<p>122</p> <p>1 of the employment. I know this is when</p> <p>2 it -- she would have been -- from the</p> <p>3 standpoint of the system, this is what it</p> <p>4 was dated.</p> <p>5 She may have ended before this. I'm</p> <p>6 not sure what the dates were.</p> <p>7 Q You said that you think she came in during</p> <p>8 her maternity leave to talk about the</p> <p>9 transfer and said she didn't want to take</p> <p>10 the position.</p> <p>11 Do you remember if her leave ended at</p> <p>12 that point when she said she didn't want to</p> <p>13 take the position or whether she was paid</p> <p>14 out for the rest of the leave?</p> <p>15 A No, she was paid out for the balance.</p> <p>16 Q And then she just didn't come back so she</p> <p>17 was removed from payroll?</p> <p>18 A Correct.</p> <p>19 Q When Michele O'Brien was terminated, you</p> <p>20 said that her department ended.</p> <p>21 Was there anybody who came in to</p> <p>22 replace Ms. O'Brien?</p> <p>23 A No.</p> <p>24 Q As to -- when we were talking about other</p>	<p>124</p> <p>1 captains who had full-time positions that</p> <p>2 were ended?</p> <p>3 A I believe the captains were reduced from</p> <p>4 being deemed as full time to being less than</p> <p>5 full time. They were -- basically became on</p> <p>6 call during the off season.</p> <p>7 Q Any that just had their position eliminated</p> <p>8 entirely that you can remember?</p> <p>9 A Not that I can think of.</p> <p>10 Q Other than those kitchen staff and captains,</p> <p>11 Wayne Kapral, Michele O'Brien and the</p> <p>12 plaintiff, are there any other full-time</p> <p>13 employees whose positions were eliminated in</p> <p>14 2003?</p> <p>15 A There could have been. I believe there was</p> <p>16 a bartender. It was the bar manager. His</p> <p>17 position was eliminated. Wasn't replaced.</p> <p>18 There may have been a year-round</p> <p>19 assistant food and beverage director that</p> <p>20 was not brought -- was made not year-round.</p> <p>21 I believe there was someone on the outside</p> <p>22 golf staff that was year-round that was</p> <p>23 eliminated to not be a year-round position.</p> <p>24 Q Anything else?</p>
<p>123</p> <p>1 people who were terminated, you said you</p> <p>2 thought some of the kitchen staff were</p> <p>3 full-time --</p> <p>4 A Correct.</p> <p>5 Q -- employees.</p> <p>6 How many full-time kitchen staff were</p> <p>7 terminated in 2003?</p> <p>8 A There were -- first they were laid off, not</p> <p>9 terminated, at the beginning of 2003 for the</p> <p>10 slow season, and it would have been two or</p> <p>11 three, maybe four that went from being</p> <p>12 full-time year round to the chef being</p> <p>13 full-time year-round.</p> <p>14 Q And were those people who were laid off at</p> <p>15 the beginning of the slow season --</p> <p>16 Do you remember if they were hired</p> <p>17 back as seasonal employees?</p> <p>18 A I don't know if all of them were, but the</p> <p>19 majority were.</p> <p>20 Q So most of them were not exactly laid off</p> <p>21 but reduced from full-time to seasonal?</p> <p>22 A They were laid off for a period of anywhere</p> <p>23 from a month to three months.</p> <p>24 Q And you mentioned also that there were some</p>	<p>125</p> <p>1 A That's what comes to mind right now.</p> <p>2 Q What was the name of the bar manager?</p> <p>3 A Tom -- Tommy Sullivan.</p> <p>4 Q And was he hired into a seasonal position</p> <p>5 or --</p> <p>6 A No, the position was eliminated.</p> <p>7 Q And he stopped working at New Seabury?</p> <p>8 A Yes.</p> <p>9 Q And then the assistant food and beverage</p> <p>10 person, do you remember that person's name?</p> <p>11 A I don't remember the name.</p> <p>12 Q But that person wasn't eliminated, just</p> <p>13 moved down to seasonal?</p> <p>14 A Right.</p> <p>15 Q And the same with the outside golf person?</p> <p>16 A Yes.</p> <p>17 (Exhibit No. 8 marked for</p> <p>18 identification.)</p> <p>19 BY MS. SCHWAB:</p> <p>20 Q Do you recognize the document marked as</p> <p>21 Exhibit 8?</p> <p>22 A I do.</p> <p>23 Q What is it?</p> <p>24 A It's a termination report.</p>

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1 Q And what is the -- what information's on	1 when we first got there, converted to
2 this termination report?	2 part-time positions.
3 A Basically it shows the -- anybody that is	3 Q So if somebody was terminated in this fourth
4 taken out of the payroll system.	4 quarter of the year and they were
5 Q Is this a report that you've generated?	5 necessarily seasonal employees --
6 A It's a report generated program that was --	6 A They were probably seasonal employees.
7 generated by the payroll person.	7 Q Because the termination of full-time
8 Q And here in one corner -- one column is	8 employees happened when?
9 department number?	9 A Really the early part of 2003.
10 A Correct.	10 Q And then also in early 2003 happened -- the
11 Q And Department No. 380, do you know what	11 people whose positions were reclassified
12 department that is?	12 from full-time to seasonal?
13 A Lodging.	13 A Generally happened at that point.
14 Q And of the people listed in that department,	14 Q So can you identify anybody on this list who
15 then, on the far column, it says years of	15 was terminated from a full-time position at
16 service -- years' service?	16 this time?
17 A Right.	17 (Witness read document.)
18 Q And all the people who have zero next to	18 A Mary Polino.
19 them, what does that zero mean?	19 (Witness read document.)
20 A I don't know if that column is actually a	20 Q Is that it?
21 relevant column.	21 (Witness read document.)
22 Q What do you mean by that?	22 A I don't recognize anybody else as being
23 A I don't know if it actually carries any	23 full-time from the list.
24 information to it.	24 Q Mary Polino is the person we had spoken of
127	129
1 Q Might the zero indicate a seasonal employee	1 earlier to whom you had given a verbal
2 versus a full-time employee?	2 warning and shortly thereafter she resigned?
3 A I don't know. It's not a column that I use	3 A Yes.
4 as a piece of information.	4 Q Now, can you look through the termination
5 Q When you look down the column, can you	5 report and tell me if any of the names are
6 identify which of these people would have	6 people whose position previous refuse in the
7 been seasonal versus full-time?	7 year had been changed from full-time to
8 A Seasonal versus full-time. I may be able to	8 seasonal?
9 pick out a few, but I believe Marc Verkade	9 I believe you already identified Marc
10 at one point was full-time.	10 Verkade as one of those people?
11 Q At one point in 2003?	11 A Yes. And I say he -- he could have been --
12 A At one point in time.	12 Q Anyone else?
13 (Witness read document.)	13 A There's no one I can say definitively.
14 A Most of the people during this span of	14 There's some people from the kitchen that
15 time -- they're getting laid off at this	15 were 40-hour-a-week people, but I don't know
16 point in time. They're not full-time,	16 that they were necessarily year-round
17 year-round.	17 employees.
18 Q Why do you say that?	18 Q Are there termination reports generated for
19 A Because they were terminated.	19 every quarter of 2003?
20 Q But I'm asking you to look through at people	20 A No. This -- this report was generated for
21 who were terminated from full-time positions	21 the quarter. There may have been some in
22 as opposed to being terminated from seasonal	22 the past. It's all on hard disk now. This
23 positions.	23 is generated off of a hard disk, and --
24 A Full-time terminations would have happened	24 excuse me.

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130	<p>1 This is generated off the system.</p> <p>2 The system ADP purges periodically, so now</p> <p>3 the information's on a disk, but it doesn't</p> <p>4 collate into this program anymore because</p> <p>5 it's a -- it's 2003.</p> <p>6 You would have 2004, 2005. 2003 is</p> <p>7 purged.</p> <p>8 Q So you can't run this report again?</p> <p>9 A Not this exact report</p> <p>10 Q Could you run the reports for the 2004 and</p> <p>11 2005 quarters?</p> <p>12 A I believe so.</p> <p>13 Q Can I ask you to provide that information?</p> <p>14 MR. WILGOREN: We'll take that under</p> <p>15 advisement.</p> <p>16 MS. SCHWAB: Okay.</p> <p>17 MR. WILGOREN: What would the</p> <p>18 relevancy of that be?</p> <p>19 MS. SCHWAB: It's certainly within</p> <p>20 the scope of discoverable information to</p> <p>21 find out who was terminated and the reasons</p> <p>22 for their termination during the years that</p> <p>23 Mr. Brennan has been there and during the</p> <p>24 years of the restructure.</p>	132	<p>1 understanding of the requirements --</p> <p>2 A I just look at it as it reads in our</p> <p>3 handbook.</p> <p>4 Q Do you have an understanding of the purpose</p> <p>5 behind that?</p> <p>6 MR. WILGOREN: Objection. Calls for</p> <p>7 a legal conclusion.</p> <p>8 A I believe it's simply to allow anybody</p> <p>9 that's affected by pregnancy to be able to</p> <p>10 have time off with their like type position</p> <p>11 and salary upon return.</p> <p>12 Q And is it your understanding that New</p> <p>13 Seabury's policy reflects the requirements</p> <p>14 of the Family and Medical Leave Act?</p> <p>15 A Yes.</p> <p>16 MS. SCHWAB: I'm going to mark as</p> <p>17 Exhibit 9.</p> <p>18 (Exhibit No. 9 marked for</p> <p>19 identification.)</p> <p>20 BY MS. SCHWAB:</p> <p>21 Q Can you turn to page 38 of the employee</p> <p>22 handbook that I've handed you?</p> <p>23 And before I get there, can you</p> <p>24 identify -- do you recognize that document?</p>
131	<p>1 We can debate it after the</p> <p>2 deposition. That's fine.</p> <p>3 MR. WILGOREN: Fair enough.</p> <p>4 BY MS. SCHWAB:</p> <p>5 Q And is the information in this report</p> <p>6 preserved in some other way for the entire</p> <p>7 year of 2003?</p> <p>8 A As far as the date and the name, department,</p> <p>9 file number, that information is on the</p> <p>10 disk.</p> <p>11 MS. SCHWAB: And, again, could I get</p> <p>12 that information for all of 2003?</p> <p>13 MR. WILGOREN: Take under that</p> <p>14 advisement.</p> <p>15 MS. SCHWAB: What do you want to do</p> <p>16 in terms of timing, breaking for lunch?</p> <p>17 (Discussion off the record.)</p> <p>18 BY MS. SCHWAB:</p> <p>19 Q What's your understanding about the</p> <p>20 requirements of the Family Medical Leave</p> <p>21 Act?</p> <p>22 A It's stated in our employee handbook,</p> <p>23 followed by the company.</p> <p>24 Q And do you have any independent</p>	133	<p>1 A I do.</p> <p>2 Q And what is the document?</p> <p>3 A It's the employee handbook, 2002.</p> <p>4 Q And is this the most recent incarnation of</p> <p>5 the handbook?</p> <p>6 A No, this is 2002.</p> <p>7 Q Is this the incarnation that was in effect</p> <p>8 in 2003?</p> <p>9 A Yes.</p> <p>10 Q Have you reviewed this handbook?</p> <p>11 A I have.</p> <p>12 Q And are you familiar with the policies</p> <p>13 therein?</p> <p>14 A I am.</p> <p>15 Q On page 36, there's a section entitled</p> <p>16 Family and Medical Leave Act.</p> <p>17 Is this the section that details the</p> <p>18 requirements of the Family and Medical Leave</p> <p>19 Act?</p> <p>20 MR. WILGOREN: Objection. Calls for</p> <p>21 a legal conclusion.</p> <p>22 A I would say that's the purpose of it.</p> <p>23 Q And under employee eligibility, it lists, To</p> <p>24 be eligible an employee must have worked for</p>

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<p>1 a total of 12 months and worked a certain</p> <p>2 number of hours.</p> <p>3 What's your understanding about</p> <p>4 whether seasonal employees are entitled to</p> <p>5 FMLA benefits?</p> <p>6 MR. WILGOREN: Objection, relevancy.</p> <p>7 Objection, calls for a legal conclusion.</p> <p>8 A I don't know.</p> <p>9 Q So if a seasonal employee were to come to</p> <p>10 you and ask for family and medical leave,</p> <p>11 what would your response be?</p> <p>12 MR. WILGOREN: Objection. Calls for</p> <p>13 speculation.</p> <p>14 Q You can answer.</p> <p>15 MR. WILGOREN: And for a legal</p> <p>16 conclusion.</p> <p>17 A I would have to get the answer from our</p> <p>18 legal. I don't know.</p> <p>19 Not something that's ever been posed</p> <p>20 to me.</p> <p>21 Q You've never had a seasonal employee ask</p> <p>22 for --</p> <p>23 A No.</p> <p>24 Q -- family and medical leave?</p>	<p>1 family and medical leave at New Seabury?</p> <p>2 A They basically just request it.</p> <p>3 Q Do they request it to you?</p> <p>4 A It would go to HR, and then ultimately it</p> <p>5 would come to me.</p> <p>6 Q Are you the person who has to sign off</p> <p>7 finally on somebody's request for leave?</p> <p>8 A Mm-hmm -- yes.</p> <p>9 Q And has it ever happened that you have</p> <p>10 denied somebody's request for leave?</p> <p>11 A No.</p> <p>12 Q And what considerations go into what the</p> <p>13 circumstances of the leave are, whether it's</p> <p>14 paid or unpaid, how long a leave should be?</p> <p>15 A Well --</p> <p>16 MR. WILGOREN: Objection. Calls for</p> <p>17 speculation.</p> <p>18 A Within the document, it states what they can</p> <p>19 do, and we just go by that.</p> <p>20 Q Have there been any differences between the</p> <p>21 different leaves that you've granted or do</p> <p>22 they all have identical circumstances?</p> <p>23 MR. WILGOREN: Objection. The</p> <p>24 question is vague.</p>
135	137
<p>1 Is it your understanding -- you also</p> <p>2 on page -- let's see, page 38 there's a</p> <p>3 maternity leave policy.</p> <p>4 Do you see that?</p> <p>5 A I do.</p> <p>6 Q What's the difference between the family and</p> <p>7 medical leave section and the maternity</p> <p>8 section?</p> <p>9 A I don't know. I never compared the two.</p> <p>10 Q Do you know if they both apply to maternity</p> <p>11 leave or if only one does?</p> <p>12 A I don't know. I haven't compared the two.</p> <p>13 MR. WILGOREN: Objection. The</p> <p>14 document speaks for itself.</p> <p>15 Q How many people have asked for family and</p> <p>16 medical leave in your tenure at New Seabury?</p> <p>17 A They come to mind, Patricia, Rhonda,</p> <p>18 Michele, Jennifer Perry. Those are the only</p> <p>19 ones that come to mind.</p> <p>20 Q Do you know if anybody's asked for a family</p> <p>21 and medical leave for something other than a</p> <p>22 pregnancy?</p> <p>23 A Not that I'm aware of.</p> <p>24 Q And what's the procedure for asking for a</p>	<p>1 You can answer if you understand the</p> <p>2 question.</p> <p>3 A I don't know what the differences would be</p> <p>4 or what you're looking for in that.</p> <p>5 Q Do you know if the length of leave that</p> <p>6 you've granted for each person has differed</p> <p>7 for different people, how much time each</p> <p>8 person gets?</p> <p>9 A Well, you -- each person, you're talking</p> <p>10 about each of the individuals identified</p> <p>11 as --</p> <p>12 Q Yes.</p> <p>13 A I would say that, you know, they could</p> <p>14 follow what is in the handbook, which also</p> <p>15 entails their vacation time and other things</p> <p>16 that could go along with it, any time that</p> <p>17 they've earned.</p> <p>18 Q But the amount of family and medical leave</p> <p>19 has been the same for each of the four?</p> <p>20 A I would assume -- I don't know. I would</p> <p>21 assume so. Whatever the policy is is how it</p> <p>22 would have been done.</p> <p>23 Q Do you know if there's been any differences</p> <p>24 in terms of the percentage of pay that</p>

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1	different people have gotten?	1	A Aaron Brochu and Jane Henry.
2	A I don't believe there would be anything	2	Q Did Mr. Brochu or Ms. Henry get any
3	different. It would be whatever the policy	3	additional pay for taking on their
4	states.	4	responsibilities?
5	Q Does New Seabury set requirements for how	5	A No, no.
6	frequently somebody has to check in during	6	Q And when Ms. Perry returned, was she
7	their leave?	7	restored to her position as director of
8	A Not at all.	8	catering sales?
9	Q So is there any requirement to call a	9	A Yes.
10	certain number of times during the leave	10	Q And what about -- Michele O'Brien we've
11	or --	11	already discussed.
12	A There is no.	12	She never actually took the leave; is
13	Q -- as the leave is coming to an end?	13	that correct?
14	A There is not.	14	A Correct.
15	MR. WILGOREN: You're talking about	15	Q Because she just ended her employment?
16	in the case of pregnancy leave or --	16	A The position was eliminated.
17	MS. SCHWAB: Well, he's testified	17	Q And Ms. Rodgers did take her leave?
18	that they're one and the same. There's	18	A Yes.
19	been -- the only people who have asked for	19	Q But she had been replaced previous to going
20	leave have been pregnancy leave, so it	20	on her leave?
21	doesn't seem to require a differentiation.	21	A Yes.
22	A There was -- and I don't know if this	22	Q What about Jeff Fullerton? What position
23	pertains to one of the questions you asked.	23	did he have when he went out on his first
24	Jeff Fullerton was out for an	24	leave?
139		141	
1	extended period of time, had -- a couple of	1	A He's -- I don't know what the exact title
2	times. One for a dependency issue, and,	2	is. Warehouse manager, I guess it would be.
3	two, he shattered his leg at one point in	3	Q And was he replaced during his leave?
4	time.	4	A He was not.
5	You know, it was extended -- whether	5	Q During his first leave?
6	it was short-term or long-term disability, I	6	Was he restored to his position as
7	don't know which way it hit, but whatever	7	warehouse manager when he returned?
8	had transpired, he was out for an extended	8	A He was.
9	period of time.	9	Q What about his second leave, was he still
10	Q Anybody else who's been out on some sort of	10	warehouse manager?
11	an extended leave?	11	A Yes.
12	A There's none that come to mind.	12	Q Was he replaced during his leave?
13	Q Going through the people that we've	13	A Yes.
14	discussed, Jennifer Perry, when she went out	14	Q Was he returned to his position?
15	on leave --	15	A Yes.
16	What position was she when she went	16	Q Who took on his responsibilities as
17	out own leave?	17	warehouse manager during his first leave?
18	A Director of catering sales.	18	A The individuals within the maintenance
19	Q Was her position filled when she left?	19	department all picked up aspects of the job.
20	A No.	20	Q How many people?
21	Q Who covered her responsibilities during her	21	A Two or three
22	absence?	22	Q Do you know who they were?
23	A The other two catering salespeople.	23	A Dave Hatfield, probably Gary Hurley, or John
24	Q Who are they?	24	Shea probably picked up a little bit of it

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1	different people have gotten?	1 A Aaron Brochu and Jane Henry.
2	A I don't believe there would be anything	2 Q Did Mr. Brochu or Ms. Henry get any
3	different. It would be whatever the policy	3 additional pay for taking on their
4	states.	4 responsibilities?
5	Q Does New Seabury set requirements for how	5 A No, no.
6	frequently somebody has to check in during	6 Q And when Ms. Perry returned, was she
7	their leave?	7 restored to her position as director of
8	A Not at all.	8 catering sales?
9	Q So is there any requirement to call a	9 A Yes.
10	certain number of times during the leave	10 Q And what about -- Michele O'Brien we've
11	or --	11 already discussed.
12	A There is no.	12 She never actually took the leave; is
13	Q -- as the leave is coming to an end?	13 that correct?
14	A There is not.	14 A Correct.
15	MR. WILGOREN: You're talking about	15 Q Because she just ended her employment?
16	in the case of pregnancy leave or --	16 A The position was eliminated.
17	MS. SCHWAB: Well, he's testified	17 Q And Ms. Rodgers did take her leave?
18	that they're one and the same. There's	18 A Yes.
19	been -- the only people who have asked for	19 Q But she had been replaced previous to going
20	leave have been pregnancy leave, so it	20 on her leave?
21	doesn't seem to require a differentiation.	21 A Yes.
22	A There was -- and I don't know if this	22 Q What about Jeff Fullerton? What position
23	pertains to one of the questions you asked.	23 did he have when he went out on his first
24	Jeff Fullerton was out for an	24 leave?
139		141
1	extended period of time, had -- a couple of	1 A He's -- I don't know what the exact title
2	times. One for a dependency issue, and,	2 is. Warehouse manager, I guess it would be.
3	two, he shattered his leg at one point in	3 Q And was he replaced during his leave?
4	time.	4 A He was not.
5	You know, it was extended -- whether	5 Q During his first leave?
6	it was short-term or long-term disability, I	6 Was he restored to his position as
7	don't know which way it hit, but whatever	7 warehouse manager when he returned?
8	had transpired, he was out for an extended	8 A He was.
9	period of time.	9 Q What about his second leave, was he still
10	Q Anybody else who's been out on some sort of	10 warehouse manager?
11	an extended leave?	11 A Yes.
12	A There's none that come to mind.	12 Q Was he replaced during his leave?
13	Q Going through the people that we've	13 A Yes.
14	discussed, Jennifer Perry, when she went out	14 Q Was he returned to his position?
15	on leave --	15 A Yes.
16	What position was she when she went	16 Q Who took on his responsibilities as
17	out own leave?	17 warehouse manager during his first leave?
18	A Director of catering sales.	18 A The individuals within the maintenance
19	Q Was her position filled when she left?	19 department all picked up aspects of the job.
20	A No.	20 Q How many people?
21	Q Who covered her responsibilities during her	21 A Two or three.
22	absence?	22 Q Do you know who they were?
23	A The other two catering salespeople.	23 A Dave Hatfield, probably Gary Hurley, or John
24	Q Who are they?	24 Shea probably picked up a little bit of it

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<p>154</p> <p>1 A I don't know exactly what it was, but</p> <p>2 basically equal to the other catering</p> <p>3 salesperson.</p> <p>4 Q Was she restored to her previous</p> <p>5 responsibilities then?</p> <p>6 A Yes.</p> <p>7 Q When did the demotion to captain take place?</p> <p>8 A It was the first quarter of the year.</p> <p>9 Q In 2003?</p> <p>10 A I believe so.</p> <p>11 Q And do you know when she was returned to her</p> <p>12 previous position?</p> <p>13 A It wasn't long, I think by the time we got</p> <p>14 into the summer.</p> <p>15 Q What were the reasons for the temporary</p> <p>16 demotion?</p> <p>17 A The need was justified to have the position.</p> <p>18 Q Excuse me?</p> <p>19 A The need was justified to have the position</p> <p>20 as it was.</p> <p>21 Q Her original position?</p> <p>22 A Yes.</p> <p>23 Q So once she was demoted, then you realized</p> <p>24 we actually do need somebody in this</p>	<p>156</p> <p>1 Q And in paragraph 4, it says, "I understand</p> <p>2 that the new management team was charged</p> <p>3 with cutting the payroll and bringing costs</p> <p>4 of the operation in line. They were</p> <p>5 restructuring the operation and reducing</p> <p>6 high salaries."</p> <p>7 Do you know where she would have</p> <p>8 gotten that understanding?</p> <p>9 A She was located where the accounting</p> <p>10 department was, where payroll was and where</p> <p>11 HR was. She knew that Wayne Kapral was</p> <p>12 eliminated. She knew accounting was</p> <p>13 restructured.</p> <p>14 It's pretty -- pretty evident what</p> <p>15 was going on.</p> <p>16 Q Evident if you were in that region, if you</p> <p>17 worked in that vicinity?</p> <p>18 A Evident if you -- if you worked for the</p> <p>19 company, it was pretty evident.</p> <p>20 Q And did you tell her any of these things,</p> <p>21 that the new management team was charged</p> <p>22 with cutting payroll and bringing costs of</p> <p>23 the operation in line?</p> <p>24 A I don't know if I had or not.</p>
<p>155</p> <p>1 position?</p> <p>2 A After a period of time, yes.</p> <p>3 MS. SCHWAB: I'd like to mark Exhibit</p> <p>4 11.</p> <p>5 (Exhibit No. 11 marked for</p> <p>6 identification.)</p> <p>7 BY MS. SCHWAB:</p> <p>8 Q Do you recognize this document?</p> <p>9 A I do.</p> <p>10 Q What is it?</p> <p>11 A It's Michele O'Brien's affidavit.</p> <p>12 Q Okay.</p> <p>13 MS. SCHWAB: And I'd just like to</p> <p>14 note that this was originally an exhibit to</p> <p>15 the position statement that New Seabury</p> <p>16 submitted that has previously been marked as</p> <p>17 an exhibit.</p> <p>18 Q Have you read over this affidavit before?</p> <p>19 A Not in quite a while, but at one point.</p> <p>20 Q Could you read it over now and see if</p> <p>21 everything is accurate to the best of your</p> <p>22 knowledge?</p> <p>23 (Witness read document.)</p> <p>24 A I would say it is.</p>	<p>157</p> <p>1 Q Do you remember when you first met Patricia</p> <p>2 Cosgrove?</p> <p>3 A No.</p> <p>4 Q Do you remember when you first heard of</p> <p>5 Patricia Cosgrove?</p> <p>6 A No.</p> <p>7 Q Well, what's your first recollection of</p> <p>8 either hearing of her or having some</p> <p>9 interaction with her?</p> <p>10 A Probably on the headcount list that we had</p> <p>11 that I looked at in October or November,</p> <p>12 prior to my starting, saw the name.</p> <p>13 Q And did you -- was it anything other than</p> <p>14 just seeing a name on a list?</p> <p>15 A Name on a list with a department, number of</p> <p>16 people in the department, made it a</p> <p>17 question.</p> <p>18 Q Excuse me?</p> <p>19 A Made it a question for me.</p> <p>20 Q What was the question?</p> <p>21 A Why we have so many people in this role.</p> <p>22 Q And what role was that?</p> <p>23 A The cross-over between catering, catering</p> <p>24 sales and lodging.</p>

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<p>154</p> <p>1 A I don't know exactly what it was, but</p> <p>2 basically equal to the other catering</p> <p>3 subperson.</p> <p>4 Q Was she restored to her previous</p> <p>5 responsibilities then?</p> <p>6 A Yes.</p> <p>7 Q When did the demotion to captain take place?</p> <p>8 A It was the first quarter of the year.</p> <p>9 Q In 2003?</p> <p>10 A I believe so.</p> <p>11 Q And do you know when she was returned to her</p> <p>12 previous position?</p> <p>13 A It wasn't long, I think by the time we got</p> <p>14 into the summer.</p> <p>15 Q What were the reasons for the temporary</p> <p>16 demotion?</p> <p>17 A The need was justified to have the position.</p> <p>18 Q Excuse me?</p> <p>19 A The need was justified to have the position</p> <p>20 as it was.</p> <p>21 Q Her original position?</p> <p>22 A Yes.</p> <p>23 Q So once she was demoted, then you realized</p> <p>24 we actually do need somebody in this</p>	<p>156</p> <p>1 Q And in paragraph 4, it says, "I understand</p> <p>2 that the new management team was charged</p> <p>3 with cutting the payroll and bringing costs</p> <p>4 of the operation in line. They were</p> <p>5 restructuring the operation and reducing</p> <p>6 high salaries."</p> <p>7 Do you know where she would have</p> <p>8 gotten that understanding?</p> <p>9 A She was located where the accounting</p> <p>10 department was, where payroll was and where</p> <p>11 HR was. She knew that Wayne Kapral was</p> <p>12 eliminated. She knew accounting was</p> <p>13 restructured.</p> <p>14 It's pretty -- pretty evident what</p> <p>15 was going on.</p> <p>16 Q Evident if you were in that region, if you</p> <p>17 worked in that vicinity?</p> <p>18 A Evident if you -- if you worked for the</p> <p>19 company, it was pretty evident.</p> <p>20 Q And did you tell her any of these things,</p> <p>21 that the new management team was charged</p> <p>22 with cutting payroll and bringing costs of</p> <p>23 the operation in line?</p> <p>24 A I don't know if I had or not.</p>
<p>155</p> <p>1 position?</p> <p>2 A After a period of time, yes.</p> <p>3 MS. SCHWAB: I'd like to mark Exhibit</p> <p>4 11.</p> <p>5 (Exhibit No. 11 marked for</p> <p>6 identification.)</p> <p>7 BY MS. SCHWAB:</p> <p>8 Q Do you recognize this document?</p> <p>9 A I do.</p> <p>10 Q What is it?</p> <p>11 A It's Michele O'Brien's affidavit.</p> <p>12 Q Okay.</p> <p>13 MS. SCHWAB: And I'd just like to</p> <p>14 note that this was originally an exhibit to</p> <p>15 the position statement that New Seabury</p> <p>16 submitted that has previously been marked as</p> <p>17 an exhibit.</p> <p>18 Q Have you read over this affidavit before?</p> <p>19 A Not in quite a while, but at one point.</p> <p>20 Q Could you read it over now and see if</p> <p>21 everything is accurate to the best of your</p> <p>22 knowledge?</p> <p>23 (Witness read document.)</p> <p>24 A I would say it is.</p>	<p>157</p> <p>1 Q Do you remember when you first met Patricia</p> <p>2 Cosgrove?</p> <p>3 A No.</p> <p>4 Q Do you remember when you first heard of</p> <p>5 Patricia Cosgrove?</p> <p>6 A No.</p> <p>7 Q Well, what's your first recollection of</p> <p>8 either hearing of her or having some</p> <p>9 interaction with her?</p> <p>10 A Probably on the headcount list that we had</p> <p>11 that I looked at in October or November,</p> <p>12 prior to my starting, saw the name.</p> <p>13 Q And did you -- was it anything other than</p> <p>14 just seeing a name on a list?</p> <p>15 A Name on a list with a department, number of</p> <p>16 people in the department, made it a</p> <p>17 question.</p> <p>18 Q Excuse me?</p> <p>19 A Make it a question for me.</p> <p>20 Q What was the question?</p> <p>21 A Why we have so many people in this role.</p> <p>22 Q And what role was that?</p> <p>23 A The cross-over between catering, catering</p> <p>24 sales and lodging.</p>

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<p>1 Q What was the headcount list? You said you          2 saw her name on a headcount list before you          3 came.          4 What was that list?          5 A It was a headcount list.          6 Q And what information did it have on it?          7 A Position, name. That's what I can say          8 definitively was on it.          9 Q Do you know who generated the list?          10 A I would -- no, not for a fact. I assume it          11 came through accounting.          12 Q Was it something that you requested?          13 A It was something that was given to me.          14 Q Who gave it to you?          15 A It came from Mark O'Neil.          16 Q Excuse me?          17 A It came from Mark O'Neil.          18 Q And when you saw the headcount list, had a          19 question, any discussions about Ms. Cosgrove          20 at that time?          21 A Not as a -- just as a number within the          22 department.          23 Q And what conversations did you have about          24 her as a number?</p>	<p>1 During the budget process, it was          2 reviewed with Jennifer Perry on the          3 department, lodging again was reviewed with          4 Tanya. And they were kind of looking at the          5 synergies there and where the overlap was          6 and that sort of thing.          7 Q And when was that?          8 A It would have been February during the          9 budget process.          10 Q Do you remember what part of February?          11 A No.          12 Q When was the next time you ever talked about          13 Ms. Cosgrove or had some interaction with          14 her?          15 A There was one interaction, I couldn't tell          16 you, when we were looking at this -- I don't          17 know the timing of it but the restructuring          18 of the catering, you know, that would have          19 been included with that, as well as the          20 lodging and taking responsibility of any          21 of the catering groups that needed lodging          22 to be done through lodging, since that's          23 what that department's for.          24 Q And do you remember when that might have</p>
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<p>1 A Within the -- not about her, not what I          2 said. It was about the number of people in          3 the department and what their roles were.          4 Q And who did you have conversations with?          5 A Mark O'Neil.          6 Q And what did you talk about with him          7 relating to the number and the department?          8 A What the individuals did. Who was          9 responsible for what.          10 Q Did Mark O'Neil have that information?          11 A He had a basic summary of the information.          12 Q Did he go through and explain what each          13 individual did?          14 A Talked more about what the department did.          15 Q Any other discussions relating to that          16 department with Mr. O'Neil at that time?          17 A No. It was a -- I mean, all the departments          18 were discussed continuously through the          19 year.          20 Q When was the next time that you had any          21 other -- Ms. Cosgrove's name came up or you          22 had interaction with her?          23 A During the budget process -- I'm sure I met          24 her somewhere throughout the process.</p>	<p>1 taken place, the discussions about          2 restructuring of catering and lodging?          3 A February, early March, in that vicinity.          4 Q At some point did you come to learn that          5 Ms. Cosgrove was pregnant?          6 A Yes.          7 Q Do you remember how you learned?          8 A I think she notified us in some fashion,          9 written in some format.          10 MS. SCHWAB: This document was          11 produced before, but I'll mark this as          12 Exhibit 12.          13 (Exhibit No. 12 marked for          14 identification.)          15 BY MS. SCHWAB:          16 Q Do you recognize Exhibit 12?          17 A I do.          18 Q What is it?          19 A It's Patricia's notice of -- to maternity          20 leave.          21 Q Is this the document you're referring to by          22 which you learned that Ms. Cosgrove was          23 pregnant?          24 A I can't say that I learned from this</p>

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<p>166</p> <p>1 position?</p> <p>2 A That I saw it as a duplication of duties.</p> <p>3 The position wasn't necessary because we</p> <p>4 already had catering sales to handle</p> <p>5 function aspects of the business -- the</p> <p>6 function aspects and the lodging department</p> <p>7 to handle the booking of the rooms.</p> <p>8 Q And what did you talk about with Jennifer</p> <p>9 Perry relating to the elimination of</p> <p>10 Ms. Cosgrove's position?</p> <p>11 A Was, indeed, the position needed or not.</p> <p>12 Q And what did Ms. Perry say?</p> <p>13 A It was not needed.</p> <p>14 Q Did she elaborate?</p> <p>15 A She elaborated to the extent that they could</p> <p>16 handle the functions, taking care of the</p> <p>17 clients as they were already doing.</p> <p>18 There was no additional burden to</p> <p>19 what they did already.</p> <p>20 Q Did you and Ms. Perry talk at all about</p> <p>21 Ms. Cosgrove being pregnant during that</p> <p>22 time?</p> <p>23 A No.</p> <p>24 Q Did you talk about the fact that she was</p>	<p>168</p> <p>1 stated here.</p> <p>2 Q And any conversation about her going on</p> <p>3 leave?</p> <p>4 A No.</p> <p>5 Q So what did you say to -- and when you</p> <p>6 talked about --</p> <p>7 Before talking to Ms. Cosgrove, you</p> <p>8 said you planned to eliminate her position.</p> <p>9 Did you come up with any substitute</p> <p>10 position to put her in at that time?</p> <p>11 A At that time, it looked as if there would be</p> <p>12 the opportunity for an administrative</p> <p>13 position in catering sales.</p> <p>14 Q And can you explain what that position would</p> <p>15 be?</p> <p>16 A It would be an administrative assistant with</p> <p>17 catering sales.</p> <p>18 Q And at what time was that, that looked like</p> <p>19 that would be available?</p> <p>20 A Spring.</p> <p>21 Q With whom -- before talking to Ms. Cosgrove,</p> <p>22 with whom did you talk about the</p> <p>23 administrative assistant position in</p> <p>24 catering sales?</p>
<p>167</p> <p>1 going on leave?</p> <p>2 A No.</p> <p>3 Q Did you -- what did you talk about with Roy</p> <p>4 Chase with respect to the elimination of</p> <p>5 Ms. Cosgrove's position?</p> <p>6 A Did he -- did he see it affecting the food</p> <p>7 and beverage operation, which ultimately</p> <p>8 calling and banquets are part of that</p> <p>9 operation, in any way that was going to be</p> <p>10 derogatory to our success.</p> <p>11 Q And how did he respond?</p> <p>12 A No effect.</p> <p>13 Q And did you talk with Mr. Chase at all about</p> <p>14 Ms. Cosgrove being pregnant?</p> <p>15 A No.</p> <p>16 Q Did you talking about the fact that she was</p> <p>17 going on leave?</p> <p>18 A No.</p> <p>19 Q And what about with Mr. O'Neil, any</p> <p>20 conversation about Ms. Cosgrove being</p> <p>21 pregnant?</p> <p>22 A No.</p> <p>23 Q And --</p> <p>24 A Other than the initial that was already</p>	<p>169</p> <p>1 A Would have been the same people, Jennifer</p> <p>2 Perry, that's correct.</p> <p>3 Q And did you talk to all of them about</p> <p>4 putting Ms. Cosgrove into this position?</p> <p>5 A At a minimum, Jennifer and Mark.</p> <p>6 Q And what did you say to Mark about that?</p> <p>7 A There's another position, obviously will be</p> <p>8 a lower paying position, but there's a</p> <p>9 position right now that is available.</p> <p>10 Q And what did he say to you about that?</p> <p>11 A He said it works.</p> <p>12 Q And what about Ms. Perry, what did you say</p> <p>13 to her about the administrative assistant</p> <p>14 position?</p> <p>15 A Basically the same, seemed to make sense.</p> <p>16 Q And what did she say to you?</p> <p>17 A Seemed to make sense.</p> <p>18 Q And can you elaborate at all about the</p> <p>19 responsibilities of the administrative</p> <p>20 assistant in catering sales?</p> <p>21 A As with any administrative position, it's</p> <p>22 basically answering the phone, filing, doing</p> <p>23 anything that's deemed necessary for the</p> <p>24 operation.</p>

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170	<p>1 Q And catering sales was Jennifer Perry's</p> <p>2 department?</p> <p>3 A Yes.</p> <p>4 Q Who else was in that department?</p> <p>5 A Aaron Brochu, Jane Henry.</p> <p>6 Q Anyone else?</p> <p>7 A Those three.</p> <p>8 Q And where was the -- was there a particular</p> <p>9 location of the department?</p> <p>10 A Jane Henry and Aaron Brochu were located</p> <p>11 upstairs in the country club. Jennifer</p> <p>12 Perry is on the main floor of the country</p> <p>13 club.</p> <p>14 Q And did you have an idea about where the</p> <p>15 administrative assistant would sit for the</p> <p>16 catering sales?</p> <p>17 A With -- where Jane and Aaron sat.</p> <p>18 Q In a cubicle?</p> <p>19 A No. It's an open office.</p> <p>20 Q And were there a lot of vacant offices in</p> <p>21 that area?</p> <p>22 A No. It was a vacant office space. The</p> <p>23 three of them sat in one space.</p> <p>24 Q One space?</p>	172	<p>1 away, and we had a -- an admin position</p> <p>2 available if she chose to.</p> <p>3 It would be a cut in pay, but if she</p> <p>4 chose to, she had the opportunity to take</p> <p>5 that.</p> <p>6 Q Did you explain anything else about what the</p> <p>7 admin position would be?</p> <p>8 A Nothing comes to mind.</p> <p>9 Q So just there's an admin position in</p> <p>10 catering sales?</p> <p>11 A She was already located there. She</p> <p>12 understood what the role was, I would</p> <p>13 assume.</p> <p>14 Q And do you remember it -- what Ms. Cosgrove</p> <p>15 said at the meeting?</p> <p>16 A No.</p> <p>17 She was disappointed. I remember the</p> <p>18 emotion, but I don't remember what she said.</p> <p>19 Q Do you remember if she accepted the admin</p> <p>20 position at that point?</p> <p>21 A I think she asked if she could think about</p> <p>22 it.</p> <p>23 Q Do you remember if she later accepted the</p> <p>24 position?</p>
171	<p>1 A Yes.</p> <p>2 Q Was there a desk already set up there?</p> <p>3 A There's a preestablished desk around the</p> <p>4 perimeter of the office.</p> <p>5 Q And were there vacant areas where somebody</p> <p>6 could be easily placed?</p> <p>7 A Yes.</p> <p>8 Q So explain how it came that you had a</p> <p>9 discussion with Ms. Cosgrove about the</p> <p>10 elimination of her position.</p> <p>11 Did you contact her to set up a</p> <p>12 meeting?</p> <p>13 A I assume it was just like the -- everybody</p> <p>14 knew that we changed positions with. It was</p> <p>15 just a conversation had, fairly cut and</p> <p>16 dried, this is what we have, this is what we</p> <p>17 can do.</p> <p>18 Q Do you remember who was at the --</p> <p>19 A I believe Roy and -- Roy Chase and Jennifer</p> <p>20 Perry.</p> <p>21 Q And do you remember what you said to</p> <p>22 Ms. Cosgrove about the elimination of her</p> <p>23 position?</p> <p>24 A Just in general that the position was going</p>	173	<p>1 A Obviously the letter -- there's another</p> <p>2 letter that says that she did.</p> <p>3 Q At the time did you remember her accepting</p> <p>4 the position?</p> <p>5 A No, not until the letter was brought to my</p> <p>6 attention after the fact when she returned</p> <p>7 to work.</p> <p>8 Q Did you discuss with Ms. Cosgrove -- did it</p> <p>9 come up at the meeting that Ms. Cosgrove was</p> <p>10 planning on going on maternity leave?</p> <p>11 A I already knew that.</p> <p>12 Q But did it come up at the meeting?</p> <p>13 A Oh, I have no idea.</p> <p>14 Q So you don't remember if there's any</p> <p>15 discussion on how her leave would effect the</p> <p>16 fact that she was given this new position?</p> <p>17 A No, not during that time, as I said. I</p> <p>18 mean, I did -- this is what I was doing all</p> <p>19 the time. It was another person.</p> <p>20 Q So you don't remember?</p> <p>21 A No.</p> <p>22 MS. SCHWAB: Exhibit 13.</p> <p>23 (Exhibit No. 13 marked for</p> <p>24 identification.)</p>

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<p>174</p> <p>1 BY MS. SCHWAB:</p> <p>2 Q Do you recognize this document?</p> <p>3 A Yes.</p> <p>4 Q And it's a little cut off, it says, A-N-G-E,</p> <p>5 but at the bottom where it says "approved</p> <p>6 by," is that your signature?</p> <p>7 A Yes.</p> <p>8 Q This position is characterized as a</p> <p>9 transfer.</p> <p>10 Would you say that's an accurate</p> <p>11 characterization of her change of position?</p> <p>12 A I would have called it a demotion, but I</p> <p>13 wasn't worried about the semantics of it.</p> <p>14 Q And then down at the bottom, FT is circled.</p> <p>15 What does that mean?</p> <p>16 A It would have been saying full time.</p> <p>17 Q So that's a permanent full-time position; is</p> <p>18 that correct?</p> <p>19 A It meant she would be getting 40 hours.</p> <p>20 Q But we talked earlier about full time, and</p> <p>21 you had said full time means somebody who</p> <p>22 works year round or ten or more months of</p> <p>23 the year?</p> <p>24 A As you can see on this form, you only have</p>	<p>176</p> <p>1 Q And what do you remember happening?</p> <p>2 A More of a recollection from Monday, goes</p> <p>3 back to when -- after this discussion, she</p> <p>4 and Jennifer discussed wrapping up a few</p> <p>5 things over the next couple of weeks</p> <p>6 following the conversation on the catering</p> <p>7 sales side; and before this ever became in</p> <p>8 effect, she went out on leave, before she</p> <p>9 ever assumed the duties of it, I should say.</p> <p>10 Q And did you ever discuss -- I know, as we</p> <p>11 talked about on Monday, she went out on</p> <p>12 leave earlier than anticipated.</p> <p>13 Did you ever discuss with her how her</p> <p>14 going out on leave earlier would affect this</p> <p>15 new position?</p> <p>16 A No, I don't believe so.</p> <p>17 Q Do you remember discussing that with</p> <p>18 anybody?</p> <p>19 A No -- at the time that we were heading</p> <p>20 into -- into season, that we had to have</p> <p>21 somebody cover the position for the season.</p> <p>22 Q So while Ms. Cosgrove was on maternity</p> <p>23 leave, did you hire a replacement for that</p> <p>24 position?</p>
<p>175</p> <p>1 full-time, part-time or seasonal.</p> <p>2 Q Right.</p> <p>3 A You could be full-time; you could be</p> <p>4 full-time seasonal.</p> <p>5 Q But wouldn't seasonal be circled if you were</p> <p>6 a full-time seasonal?</p> <p>7 A It could be. It could be any of the above,</p> <p>8 if you were seasonal or full-time seasonal</p> <p>9 or you could be part-time seasonal.</p> <p>10 Q My understanding --</p> <p>11 A When Jennifer finished this out -- filled</p> <p>12 this out, she obviously circled full-time.</p> <p>13 Q And you signed it as --</p> <p>14 A Right.</p> <p>15 Q -- an approval of the change?</p> <p>16 A Right.</p> <p>17 Q And full-time on this form means full-time</p> <p>18 year-round?</p> <p>19 A On this form, I would say it does.</p> <p>20 Q Do you remember in Ms. Cosgrove started</p> <p>21 assuming the responsibilities of</p> <p>22 administrative assistant - catering sales</p> <p>23 after you offered the position to her?</p> <p>24 A I don't believe she ever did.</p>	<p>177</p> <p>1 A Yes.</p> <p>2 Q Who is that?</p> <p>3 A I would say Tadden, I believe the last name is.</p> <p>4 Q Do you know what Ms. Tadden was told about</p> <p>5 the permanency of the position?</p> <p>6 A No idea. Jennifer would have been the one</p> <p>7 to hire her. I'm sure -- I don't know. I</p> <p>8 wasn't in the conversation.</p> <p>9 Q So you don't know if she was told that she</p> <p>10 was a replacement for somebody out on leave?</p> <p>11 A No.</p> <p>12 Q Did you discuss with Ms. Cosgrove at your</p> <p>13 meeting with her whether the position would</p> <p>14 be a permanent position, that administrative</p> <p>15 assistant - catering sales?</p> <p>16 A I don't recall that.</p> <p>17 I will say. This: From the</p> <p>18 standpoint of the full-time positions that</p> <p>19 we have -- and I think I stated it before --</p> <p>20 we assess this every month, every year</p> <p>21 this year we had another body that</p> <p>22 was laid off that was a full-time position</p> <p>23 that it wasn't necessary to keep as</p> <p>24 full-time even though it was previously.</p>

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<p>178</p> <p>1 MS. SCHWAB: Can we mark Exhibit 14.</p> <p>2 (Exhibit No. 14 marked for</p> <p>3 identification )</p> <p>4 BY MS. SCHWAB:</p> <p>5 Q Do you recognize this document?</p> <p>6 A I do.</p> <p>7 Q And what is it?</p> <p>8 A It's the -- or response to the</p> <p>9 interrogatories.</p> <p>10 Q And can you turn to page 14 of the document?</p> <p>11 A Okay.</p> <p>12 Q Do you see where it says "signed under the</p> <p>13 pains and penalties of perjury this 20th day</p> <p>14 of December 2005"?</p> <p>15 A Yes.</p> <p>16 Q And there's a signature underneath there.</p> <p>17 Is that your signature?</p> <p>18 A It is.</p> <p>19 Q And did you, in fact, sign the document</p> <p>20 under the pains and penalties of perjury?</p> <p>21 A I did.</p> <p>22 Q Did you review the document to ensure its</p> <p>23 accuracy?</p> <p>24 A I did.</p>	<p>180</p> <p>1 before you take a look at it, Howard, I</p> <p>2 noticed that there's no page 40 of the</p> <p>3 handbook. It just goes from 39 to 41.</p> <p>4 So I would ask if you could</p> <p>5 provide -- it looks like it's Bates-numbered</p> <p>6 that way, too. Maybe it just missed a page</p> <p>7 in the Xeroxing, but I would ask if you</p> <p>8 could provide page 40 --</p> <p>9 MR. WILGOREN: Do you want it now? I</p> <p>10 might have it.</p> <p>11 MS. SCHWAB: How about at the end of</p> <p>12 the day? It's fine.</p> <p>13 BY MS. SCHWAB:</p> <p>14 Q If you could turn to page 16 of the</p> <p>15 document.</p> <p>16 You see where it says "employee</p> <p>17 problems"?</p> <p>18 A Yes.</p> <p>19 Q Are you familiar with that section of the</p> <p>20 handbook?</p> <p>21 A I read it at one point.</p> <p>22 Q And it says, "No employee shall be subject</p> <p>23 to any harassment by another employee,</p> <p>24 contractor or vendor associated with New</p>
<p>179</p> <p>1 Q Okay.</p> <p>2 I'm going to have you turn to page 10</p> <p>3 of the document.</p> <p>4 Heading up five lines up from the</p> <p>5 bottom, it says, "At that time I advised the</p> <p>6 plaintiff that the position being offered</p> <p>7 was a seasonal position."</p> <p>8 Do you see that?</p> <p>9 A Mm-hmm.</p> <p>10 Q But you just testified that you don't</p> <p>11 remember discussing whether it was seasonal</p> <p>12 with her?</p> <p>13 A Yes.</p> <p>14 Q And that the form that you approved</p> <p>15 indicated that it was full-time, not</p> <p>16 seasonal, is that correct?</p> <p>17 A That's what this shows. I mean, I think at</p> <p>18 the time we discussed this, I believe that's</p> <p>19 what I said, but I don't recall for a fact</p> <p>20 what I said at this point.</p> <p>21 Q Do you remember if -- strike that.</p> <p>22 Can you turn back to Exhibit 9, which</p> <p>23 is the employee handbook?</p> <p>24 MR. WILGOREN: Actually, before --</p>	<p>181</p> <p>1 Seabury. Therefore, should you perceive</p> <p>2 that this has occurred to you, you should</p> <p>3 report the incident to your supervisor</p> <p>4 immediately so that the established</p> <p>5 procedures can be put in motion."</p> <p>6 What's your understanding of when</p> <p>7 somebody should utilize this procedure of</p> <p>8 reporting an incident to a supervisor?</p> <p>9 A When I believe there's an issue.</p> <p>10 Q What types of issues do you think are</p> <p>11 covered?</p> <p>12 A Any issue that they deem necessary.</p> <p>13 Q Okay.</p> <p>14 Well, it says here that "no employee</p> <p>15 shall be subject to any harassment. Should</p> <p>16 you perceive that this has occurred to</p> <p>17 you" --</p> <p>18 Is it your reading that "this" in</p> <p>19 that sentence refers to something other than</p> <p>20 harassment?</p> <p>21 A Harassment or if you have a problem.</p> <p>22 Q Where does it say that you should report to</p> <p>23 your supervisor if you have a problem in</p> <p>24 this section?</p>

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<p>186</p> <p>1 Q So you didn't put the established procedures</p> <p>2 into place from pages 16 and 17 of the</p> <p>3 employee manual?</p> <p>4 A Oh, I certainly let --</p> <p>5 MR. WILGOREN: Objection.</p> <p>6 It assumes facts not in evidence,</p> <p>7 that the -- Ms. Cosgrove made a complaint</p> <p>8 pursuant to the policy set forth.</p> <p>9 MS. SCHWAB: It says you should</p> <p>10 report the incident to your supervisor</p> <p>11 immediately, and Mr. Brennan testified</p> <p>12 earlier that she reported in the form of</p> <p>13 writing a letter saying she wasn't happy</p> <p>14 about it.</p> <p>15 MR. WILGOREN: Well, whether</p> <p>16 that's --</p> <p>17 MS. SCHWAB: So I'm asking --</p> <p>18 MR. WILGOREN: She also reported that</p> <p>19 she consulted an attorney and filed with the</p> <p>20 Mass. Commission Against Discrimination.</p> <p>21 BY MS. SCHWAB:</p> <p>22 Q I --</p> <p>23 A At that point, I consulted our attorneys.</p> <p>24 Q And did you do anything else to put the</p>	<p>188</p> <p>1 was going to be \$12, I believe.</p> <p>2 Q And do you remember what rate was in effect</p> <p>3 during her leave?</p> <p>4 A I don't know.</p> <p>5 MR. WILGOREN: Well, I'm going to</p> <p>6 object and move to strike the question</p> <p>7 because it assumes facts not in evidence.</p> <p>8 She wasn't -- Ms. Cosgrove wasn't</p> <p>9 working. There was no rate in effect at the</p> <p>10 time of her leave.</p> <p>11 MS. SCHWAB: There is a rate in</p> <p>12 effect for her disability leave. How does</p> <p>13 that assume facts not in evidence?</p> <p>14 MR. WILGOREN: First of all, there's</p> <p>15 no evidence about --</p> <p>16 MS. SCHWAB: Well, my question was</p> <p>17 what was her rate when she went out on</p> <p>18 leave.</p> <p>19 MR. WILGOREN: Well --</p> <p>20 MS. SCHWAB: You can --</p> <p>21 BY MS. SCHWAB:</p> <p>22 Q What was her rate the last day before she</p> <p>23 went out on her leave?</p> <p>24 And, Mr. Brennan, is your answer that</p>
<p>187</p> <p>1 established procedure into place from the</p> <p>2 handbook?</p> <p>3 MR. WILGOREN: Objection.</p> <p>4 A No, there wasn't a reason to.</p> <p>5 Q So that's a no?</p> <p>6 A No, there wasn't a reason to.</p> <p>7 MR. WILGOREN: The answer speaks for</p> <p>8 itself.</p> <p>9 Q Are you aware of what position Ms. Cosgrove</p> <p>10 was in when she went out on her leave?</p> <p>11 A You'll have to clarify the question.</p> <p>12 Q What position did she hold when she went out</p> <p>13 on her leave?</p> <p>14 A I believe it was called conference sales or</p> <p>15 conference services or something along those</p> <p>16 lines.</p> <p>17 Q And what -- do you remember what pay rate</p> <p>18 she was at?</p> <p>19 A I --</p> <p>20 MR. WILGOREN: Are you talking about</p> <p>21 the last day she worked?</p> <p>22 Q When she went out on her leave.</p> <p>23 A When she went out on her leave. Her</p> <p>24 previous rate was \$17 an hour. The new rate</p>	<p>189</p> <p>1 you don't remember?</p> <p>2 A Correct. That's a little bit different</p> <p>3 question.</p> <p>4 Q Earlier we talked about the disability</p> <p>5 policy.</p> <p>6 Is it the policy that somebody out on</p> <p>7 leave for disability or maternity is paid 60</p> <p>8 percent of their salary when they're out on</p> <p>9 leave?</p> <p>10 A I believe so. It's as stated in the</p> <p>11 handbook.</p> <p>12 Q Can you turn to page 39 of the handbook,</p> <p>13 which is Exhibit 9?</p> <p>14 Looking at the section that says</p> <p>15 "maternity leave," have I accurately</p> <p>16 described the payout policy while someone's</p> <p>17 on leave?</p> <p>18 (Witness read document.)</p> <p>19 MR. WILGOREN: Well, the document</p> <p>20 will speak for itself, so I'll object to</p> <p>21 that.</p> <p>22 Q You can answer.</p> <p>23 A If you want to quote it directly out of</p> <p>24 this, I would say it's accurate.</p>

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<p>1 Q And is that the policy that was, in fact,          2 applied?          3 A I believe so.          4 Q Do you know what rate of pay Ms. Cosgrove          5 received in calculating her pay during her          6 leave?          7 A No idea.          8 MR. WILGOREN: Actually, that          9 mischaracterizes the policy. The rate of          10 pay for maternity leave is based on the          11 average weekly salary in accordance with the          12 payroll schedules.          13 That's what the policy states.          14 MS. SCHWAB: I don't think it's a          15 mischaracterization, but that's fine.          16 Could you mark this as Exhibit 16?          17 (Exhibit No. 16 marked for          18 identification.)          19 BY MS. SCHWAB:          20 Q Does this document look familiar to you?          21 A Probably as a journal that Lee O'Shea kept.          22 Q Is this the type of journal that was kept          23 regularly at New Seabury to record maternity          24 leave?</p>	<p>1 A I would venture a guess. It was probably          2 asked which I wanted to do, and I said 17's          3 fine.          4 Q Do you remember having that conversation?          5 A Not for a fact, no.          6 Q You think -- who would have asked you?          7 A Lee.          8 Q While Ms. Cosgrove was on maternity leave,          9 did you have any discussions with anybody          10 about what position to return her to when          11 she came back?          12 A No.          13 Frankly, at that point, I -- I was          14 lost in translation to the fact that she was          15 coming back.          16 Q So at that point, you didn't expect her to          17 come back?          18 A Correct.          19 Q And did you have any discussions about her          20 with anybody during the time she was on          21 leave?          22 A No. I mean, my thought was that she was          23 gone.          24 Q And what was the basis for your feeling that</p>
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<p>1 A I can't say how Lee did it.          2 Q Did you review Lee's schedules of maternity          3 leave?          4 A I did not.          5 Q So would this be a document that you had          6 reviewed?          7 A No.          8 Q Up at the top of the document, it says          9 Patricia Cosgrove, \$17; is that correct?          10 A That's what it says.          11 Q And then it appears to be -- although you          12 haven't seen it before, it appears to be a          13 document calculating maternity leave?          14 A That's what it looks like.          15 Q Reviewing this document, would you conclude          16 from that document that she was paid 60          17 percent of a \$17 per hour salary on her          18 maternity leave?          19 A That would be the appearance.          20 Q Would it surprise you that she would be paid          21 at \$17 an hour -- at a rate based on a \$17          22 an hour salary for her maternity leave?          23 A I guess versus being the \$12 an hour?          24 Q Yes</p>	<p>1 she wasn't coming back?          2 A I guess I had forgotten about the -- her          3 couple of memos that she had sent; and then,          4 as I said before, normally Lee O'Shea would          5 do a -- you know, a notice, you know, back          6 to me when somebody's maternity was coming          7 up, and it didn't happen.          8 Q During the time that Ms. Cosgrove was on          9 leave, did you ever receive any messages          10 from Ms. Cosgrove?          11 A I believe so, yes.          12 Q How many messages did you receive?          13 A I have no idea.          14 Q What do you remember about the messages you          15 received from her?          16 A That I was given a message that she had          17 called.          18 Q Do you remember the substance of the          19 message?          20 A No.          21 Q Do you remember if you returned her call?          22 A I don't believe I did.          23 Q Do you remember thinking anything about why          24 she might have been calling?</p>

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<p>1 Q Okay.</p> <p>2 So despite receiving this letter, you</p> <p>3 didn't believe that Ms. Cosgrove was coming</p> <p>4 back?</p> <p>5 A At this point, this was the first time that</p> <p>6 I had the understanding that she was coming</p> <p>7 back; but the timing of this versus when she</p> <p>8 came back, I don't remember the exact date</p> <p>9 this was received, but I didn't receive it</p> <p>10 on the 30th.</p> <p>11 Q And you don't remember whether you received</p> <p>12 it before she came back or not?</p> <p>13 A I don't remember the date of it.</p> <p>14 Q After receiving this letter on -- or her</p> <p>15 showing up to work, you at some point became</p> <p>16 aware she was planning to come back to work,</p> <p>17 correct?</p> <p>18 A Correct.</p> <p>19 Q What action did you take once you became</p> <p>20 aware she was coming back to work?</p> <p>21 A I asked Lee to pull her file to see if there</p> <p>22 was anything in there. There was.</p> <p>23 Q Is this before you met with Ms. Cosgrove?</p> <p>24 A No, this is the day she came in.</p>	<p>1 that might need to be done.</p> <p>2 I talked to John Shea, who is our IT</p> <p>3 person, and he was able to set up a machine</p> <p>4 and scanner to allow us to give her a</p> <p>5 project to start on, that we needed to get</p> <p>6 documents scanned in to eliminate paper.</p> <p>7 Q And what was the -- can you describe more</p> <p>8 about what this position entailed?</p> <p>9 A It entailed scanning -- scanning documents,</p> <p>10 financial documents and membership</p> <p>11 documents, old existing documents that we</p> <p>12 needed to maintain permanently, but they</p> <p>13 were paper files so we were converting them</p> <p>14 to electronic files.</p> <p>15 Q And where was the scanning to take place?</p> <p>16 A It was in the offices inside the warehouse</p> <p>17 where the documents were all stored.</p> <p>18 Q How long did you anticipate this project</p> <p>19 lasting?</p> <p>20 A The project is basically an ongoing project.</p> <p>21 I envisioned -- I don't know, you know, not</p> <p>22 a definitive period of time but until we</p> <p>23 really slowed down and finished the layoffs.</p> <p>24 Q How would you compare this position to the</p>
199	201
<p>1 Q Okay.</p> <p>2 A And at that point, you know, looked at it,</p> <p>3 told Patricia that -- go home for the day.</p> <p>4 I need to figure out a place for you.</p> <p>5 Q And what did you do to figure out a place</p> <p>6 for her when she left?</p> <p>7 A I -- another girl -- another employee was</p> <p>8 leaving to go back to school that was doing</p> <p>9 an administrative position for us, so I was</p> <p>10 able to plug her into that.</p> <p>11 Q And was -- do you know if Lauree Taddeo</p> <p>12 was still employed when Ms. Cosgrove came</p> <p>13 back?</p> <p>14 A She might have been a couple more days. She</p> <p>15 was near the end of the season, so it was,</p> <p>16 you know, at a time when some of the</p> <p>17 administrative staff was starting to get</p> <p>18 laid off.</p> <p>19 Q And so how did you -- who did you talk to</p> <p>20 about putting Ms. Cosgrove in this other</p> <p>21 position?</p> <p>22 A Talked to Lee O'Shea about it. In looking</p> <p>23 for things to do for her, I talked to Wayne</p> <p>24 Spencer about it, for any clerical stuff</p>	<p>1 job of administrative assistant in the</p> <p>2 catering sales department?</p> <p>3 A They're both clerical.</p> <p>4 Q Any other comparisons?</p> <p>5 A They're both basically clerical,</p> <p>6 administrative positions.</p> <p>7 Q Are there differences between the two</p> <p>8 positions?</p> <p>9 A At the point in time when she was working on</p> <p>10 it, there wasn't a need for answering phones</p> <p>11 and things of that nature. That wasn't the</p> <p>12 role or the project, where in catering sales</p> <p>13 you would be answering phones.</p> <p>14 Q So they differed in that way.</p> <p>15 What about in the work environment,</p> <p>16 was there a difference in the work</p> <p>17 environment?</p> <p>18 A One's at the country club and one's in an</p> <p>19 office in the warehouse.</p> <p>20 Q And what is the difference between those two</p> <p>21 locations?</p> <p>22 A One's a warehouse and one's a country club.</p> <p>23 Q And so what's the warehouse like?</p> <p>24 A The warehouse has -- is a normal warehouse</p>

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202		204	
1	with three offices in it	1	would be the position that she would be in
2	Q And what's the country club like?	2	now?
3	A The country club is a normal country club	3	A I don't believe so.
4	with offices in it, meeting space in it and	4	Q Before she came in, did you discuss -- you
5	dining space in it, a golf shop in it,	5	mentioned some people you discussed moving
6	locker rooms	6	her around with
7	Q How many people work in the country club --	7	Did you have discussions with anyone
8	at that time how many people worked at the	8	else about placing her in the position
9	country club?	9	scanning documents in in the warehouse?
10	A It depends on the day.	10	A No, that was something that we had a need
11	Q What's the average?	11	for and actually filled our requirement.
12	A It depends on the day.	12	Q Did you give any consideration to whether
13	Are you talking about a Friday, a	13	the job was similar to the job that she had
14	Saturday, a Tuesday, a Monday? What day are	14	accepted as administrative assistant in the
15	you talking about?	15	catering sales department?
16	Q On a Tuesday.	16	A It was absolutely similar.
17	A On a Tuesday, you probably have -- if	17	Q Did you consider whether it was similar?
18	there's no events going on -- maybe 10 or	18	A It was similar.
19	12.	19	Q That's not what I'm asking?
20	Q How about Friday when there are events going	20	A That is my mind-set. It was similar. There
21	on?	21	was no consideration. It's the same job
22	A Depending on the time of day, evening time,	22	class.
23	you could add another 10 to 15 service	23	Q Well, when you were looking for another job
24	staff.	24	for her, did you think, "I've got to find
203		205	
1	Q And are there also customers that come into	1	something similar to what she accepted?"
2	the country club?	2	A I needed to have something administrative,
3	A Sure.	3	administrative type position.
4	Q Every day?	4	Q Is it your understanding anything that falls
5	A Most days.	5	under the administrative/clerical category
6	Q So what happened? You said you found this	6	is similar to anything else that falls into
7	position scanning documents in an office in	7	that category?
8	the warehouse.	8	MR. WILGOREN: Objection. The
9	What happened next? Did you meet	9	question's vague. I don't understand.
10	with Ms. Cosgrove about this position?	10	A I guess I need a little clarification on
11	A I think she approached me at one point about	11	what your question is.
12	it.	12	Q Did you understand that you could return
13	Q You had told her go home for the day, I'm	13	Ms. Cosgrove to any position that you would
14	going to try to figure something out?	14	categorize as administrative or clerical?
15	A Right.	15	A A like position with like pay.
16	The next day -- the next day, I	16	Q Anything that -- forget about the pay, but
17	guess -- this goes back to Monday as the	17	anything that you would categorize as
18	refresher on it. She went to the -- I told	18	administrative, did you think you could put
19	her go to the country club, meet John Shea.	19	Ms. Cosgrove in that position?
20	John was late for whatever reason	20	A A like administrative position.
21	that day, and that John would set her up in	21	Q So --
22	the warehouse to begin scanning.	22	A Administrative duties include --
23	Q Before meeting with -- so did you personally	23	Q Okay.
24	meet with Ms. Cosgrove and explain that this	24	So any administrative position would

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206	<p>1 be like in your understanding?</p> <p>2 A Yes.</p> <p>3 Q And at some point, did you learn that</p> <p>4 Ms. Cosgrove might have been dissatisfied</p> <p>5 with her new position?</p> <p>6 A I think she sent an email or something to</p> <p>7 the effect.</p> <p>8 Q And did you take any action in relation to</p> <p>9 that?</p> <p>10 A No, that was the position we had.</p> <p>11 I know it was an issue with heat or</p> <p>12 something at one point. The guys fixed heat</p> <p>13 or added heat or something to it. I know</p> <p>14 she needed a refrigerator. They brought a</p> <p>15 refrigerator to her.</p> <p>16 They try to meet what you need.</p> <p>17 MS. SCHWAB: Let me mark Exhibit 18.</p> <p>18 (Exhibit No. 18 marked for</p> <p>19 identification.)</p> <p>20 BY MS. SCHWAB:</p> <p>21 Q Do you recognize this document?</p> <p>22 A Yes.</p> <p>23 Q Do you remember receiving it?</p> <p>24 A Vaguely.</p>	208	<p>1 Q And what do you remember you said?</p> <p>2 A Something to the effect of we're walking a</p> <p>3 fine line here. Don't cross the line.</p> <p>4 Q With Ms. Cosgrove, you said that?</p> <p>5 A Yes -- to -- no, not Ms. Cosgrove,</p> <p>6 Copestick. I'm sure.</p> <p>7 Q Okay.</p> <p>8 And what did you mean when you said</p> <p>9 we're walking a fine --</p> <p>10 So you said that --</p> <p>11 A To Tanya, I'm sorry.</p> <p>12 Q You said, We're walking a fine line right</p> <p>13 now, and what else, I'm sorry?</p> <p>14 A Just watch what you say, or something to</p> <p>15 that effect.</p> <p>16 Q And what did you mean by that?</p> <p>17 A Basically Patricia had already put us on</p> <p>18 notice that she was looking to try to sue</p> <p>19 us.</p> <p>20 Q So how were you walking a fine line?</p> <p>21 A We just had to make sure that our ducks were</p> <p>22 in a row and that we were doing what we</p> <p>23 could to accommodate her.</p> <p>24 Q Did you make any comment to anybody else</p>
207	<p>1 Q And do you remember if you took any action</p> <p>2 after you received the document?</p> <p>3 A I don't recall.</p> <p>4 Q Do you recall calling an attorney after you</p> <p>5 received it?</p> <p>6 A I would have forwarded it to my attorney.</p> <p>7 Q Do you recall if you contacted Ms. Cosgrove</p> <p>8 after receiving the document?</p> <p>9 A I don't recall.</p> <p>10 Q Were you aware of Ms. Cosgrove going to</p> <p>11 Tanya Copestick's office to pump breast milk</p> <p>12 during the time she was working in the</p> <p>13 warehouse?</p> <p>14 A Yes.</p> <p>15 Q How did you become aware of that?</p> <p>16 A I don't know. Someone told me. I don't</p> <p>17 know.</p> <p>18 Q Do you remember who might have told you?</p> <p>19 A No.</p> <p>20 Q Do you remember what your reaction was when</p> <p>21 you learned?</p> <p>22 A I didn't see it as a big issue.</p> <p>23 Q Did you comment to Ms. Cosgrove about it?</p> <p>24 A I believe I did.</p>	209	<p>1 about Ms. Cosgrove going to Ms. Copestick's</p> <p>2 office to pump breast milk?</p> <p>3 A I don't believe so.</p> <p>4 Q Did you approve the practice?</p> <p>5 A I didn't disapprove.</p> <p>6 Q Were you -- you mentioned before that there</p> <p>7 were some complaints from Ms. Cosgrove about</p> <p>8 heat in the warehouse and about a lack of a</p> <p>9 refrigerator</p> <p>10 Were you involved in remedying those</p> <p>11 issues?</p> <p>12 A No, I heard about it after the fact.</p> <p>13 Q From whom did you hear about it?</p> <p>14 A Probably John Shea.</p> <p>15 Q And what was your reaction when you heard</p> <p>16 about it?</p> <p>17 A That's fine. Glad you got it taken care of.</p> <p>18 Q Were you aware of Ms. Cosgrove's request</p> <p>19 that the scanner and file boxes be</p> <p>20 relocated?</p> <p>21 A Yes.</p> <p>22 Q And did you do anything to look into whether</p> <p>23 that was possible?</p> <p>24 A It made no sense</p>

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<p>210</p> <p>1 Q And why did it make no sense?</p> <p>2 A From an efficiency standpoint, all the files</p> <p>3 were in the warehouse. To move them to be</p> <p>4 able to scan them didn't make any sense.</p> <p>5 It's doubling the work for us or the</p> <p>6 effort of the project when our goal was to</p> <p>7 eliminate overhead and expenses.</p> <p>8 Q Was there available space in the country</p> <p>9 club where she could have put a scanner and</p> <p>10 file boxes?</p> <p>11 MR. WILGOREN: Objection. Relevancy.</p> <p>12 A Was there space? Yes. Did it add</p> <p>13 efficiency? No.</p> <p>14 Q But isn't it true that Ms. Cosgrove was</p> <p>15 driving to the -- Is it the reception center</p> <p>16 to pump breast milk anyway, is that correct?</p> <p>17 A That's correct.</p> <p>18 Q So couldn't she just have put file boxes</p> <p>19 into her car, driven them over, and instead</p> <p>20 of going back and forth twice a day, she</p> <p>21 could have been in the same place for the</p> <p>22 entire day scanning files?</p> <p>23 MR. WILGOREN: Objection. Calls for</p> <p>24 speculation.</p>	<p>212</p> <p>1 A That was my assessment.</p> <p>2 MS. SCHWAB: I'd like to mark</p> <p>3 Exhibit 19.</p> <p>4 (Exhibit No. 19 marked for</p> <p>5 identification.)</p> <p>6 BY MS. SCHWAB:</p> <p>7 Q Do you recognize Exhibit 19?</p> <p>8 A I do.</p> <p>9 Q What is it?</p> <p>10 A It's an email from Patricia.</p> <p>11 Q Do you remember receiving this email?</p> <p>12 A No.</p> <p>13 Q You don't?</p> <p>14 A I remember -- I mean, now that I read it,</p> <p>15 but I don't remember getting it.</p> <p>16 Q Do you remember the top of the email, she</p> <p>17 says, "Please also consider a Monday through</p> <p>18 Friday workweek."</p> <p>19 Do you remember receiving that</p> <p>20 request?</p> <p>21 A Yes.</p> <p>22 Q Do you remember considering that request?</p> <p>23 A No.</p> <p>24 Q Okay.</p>
<p>211</p> <p>1 Q What was your answer? I'm sorry?</p> <p>2 A I disagree with you.</p> <p>3 Q How do you disagree?</p> <p>4 A I simply don't agree that that would be as</p> <p>5 efficient.</p> <p>6 Q And so --</p> <p>7 A The focus was to scan files.</p> <p>8 Q So you did not consider her request to</p> <p>9 relocate?</p> <p>10 A No, it was considered, but it was not</p> <p>11 acknowledged as something that we're going</p> <p>12 to change.</p> <p>13 Q And it's because you consider it to be less</p> <p>14 efficient?</p> <p>15 A Yes. The file boxes were all there. The</p> <p>16 file boxes were handed to her from the</p> <p>17 warehouse people.</p> <p>18 Q And you didn't consider whether it would be</p> <p>19 possible to deliver a shipment of files</p> <p>20 boxes one time to another location so she</p> <p>21 could scan them all?</p> <p>22 A That would take more time and effort to do</p> <p>23 than what we had to do this way.</p> <p>24 Q That was your assessment of it?</p>	<p>213</p> <p>1 You also say in the email -- in your</p> <p>2 response to her initial email, you say,</p> <p>3 "Let's discuss tomorrow."</p> <p>4 Had you established a meeting before</p> <p>5 that for the next day?</p> <p>6 A I don't believe so.</p> <p>7 Q Okay.</p> <p>8 So you're just basically saying come</p> <p>9 by and we can talk about it tomorrow?</p> <p>10 A Yes.</p> <p>11 Q And that's what you mean when you say, Let's</p> <p>12 discuss tomorrow?</p> <p>13 A I would assume that's what I meant.</p> <p>14 Q Okay.</p> <p>15 Between the time that Ms. Cosgrove</p> <p>16 started at the -- scanning documents in the</p> <p>17 warehouse and this time when you received</p> <p>18 her -- when you set up a meeting, basically,</p> <p>19 to discuss things with her, did you have any</p> <p>20 discussions with anybody about</p> <p>21 Ms. Cosgrove's performance?</p> <p>22 A John Shea kept tabs on her production, how</p> <p>23 she was doing.</p> <p>24 Q And did you discuss that with him?</p>

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<p>214</p> <p>1 A Yes, he let me know how she was doing.</p> <p>2 Q What did he say?</p> <p>3 A Basically she was doing half the work in</p> <p>4 twice the time as the previous person.</p> <p>5 Q Did you discuss that with anybody else?</p> <p>6 A At the time, I don't believe so.</p> <p>7 Q And did you ever notify Ms. Cosgrove that</p> <p>8 she wasn't working as quickly as the</p> <p>9 previous person?</p> <p>10 A I don't believe so.</p> <p>11 Q Did you ever give her any verbal warning</p> <p>12 about it?</p> <p>13 A No.</p> <p>14 Q Did you have the meeting with Ms. Cosgrove</p> <p>15 on October 31st to discuss the issues raised</p> <p>16 in the email?</p> <p>17 A I don't recall.</p> <p>18 Q Do you ever recall having a face-to-face</p> <p>19 meeting with her about those issues?</p> <p>20 A Not that I recall. Probably did, but can't</p> <p>21 say definitively.</p> <p>22 Q You mentioned the heat and the refrigerator</p> <p>23 issue in the warehouse.</p> <p>24 Were you aware of other</p>	<p>216</p> <p>1 warehouse?</p> <p>2 A No.</p> <p>3 Q Did you know she was unhappy --</p> <p>4 A And I believe, by the way, there were at</p> <p>5 least two phones in the warehouse. One of</p> <p>6 them might have been locked, but the other</p> <p>7 one was not.</p> <p>8 Q Do you remember if she was unhappy with the</p> <p>9 isolation in the warehouse?</p> <p>10 A I believe she felt that was an issue, even</p> <p>11 though there were two other people officed</p> <p>12 there.</p> <p>13 Q Do you remember seeing Ms. Cosgrove at the</p> <p>14 conference center at some point in October</p> <p>15 and instructing her that you wanted her back</p> <p>16 down at the warehouse?</p> <p>17 A She had an -- took an excessive amount of</p> <p>18 time away from the warehouse. In other</p> <p>19 words, as John Shea said, she was never</p> <p>20 there.</p> <p>21 Q So you do remember saying that to her?</p> <p>22 A I remember saying that. I remember that</p> <p>23 being the issue.</p> <p>24 Q And do you remember addressing that with</p>
<p>215</p> <p>1 dissatisfaction that Ms. Cosgrove had with</p> <p>2 the work environment at the warehouse?</p> <p>3 A My understanding, she didn't like the</p> <p>4 bathroom.</p> <p>5 Q And how did you understand that?</p> <p>6 A Somebody told me. I don't know.</p> <p>7 Q Did you have an understanding of what it was</p> <p>8 she didn't like about it?</p> <p>9 A (Witness shakes head.)</p> <p>10 Q Anything else that you knew she was</p> <p>11 dissatisfied with?</p> <p>12 A No. I think -- I think she was just</p> <p>13 dissatisfied because she wasn't located at</p> <p>14 the country club. It wasn't what she</p> <p>15 wanted.</p> <p>16 Q And it wasn't the position she had</p> <p>17 originally accepted?</p> <p>18 A That position was no longer there.</p> <p>19 Q But it wasn't the position she originally</p> <p>20 had accepted?</p> <p>21 A She had accepted an administrative position.</p> <p>22 She was in an administrative position.</p> <p>23 Q Were you aware that she was unhappy that</p> <p>24 there was no phone or email in the</p>	<p>217</p> <p>1 her?</p> <p>2 A I don't remember it definitively, no.</p> <p>3 With over 300 employees, I'm sorry, I</p> <p>4 don't remember every conversation I have.</p> <p>5 Q After this communication from her about the</p> <p>6 issue with moving the scanner, do you</p> <p>7 remember the next event that happened with</p> <p>8 respect to her position at New Seabury?</p> <p>9 A No.</p> <p>10 Q Do you remember her position ending at some</p> <p>11 point?</p> <p>12 A Yes.</p> <p>13 Q And can you explain how that happened?</p> <p>14 A Basically, the balance of the -- we're</p> <p>15 coming in towards the end of the season,</p> <p>16 heading into the fourth quarter, and</p> <p>17 basically we started accelerating the</p> <p>18 ramp-down on staff.</p> <p>19 Q How did you accelerate the ramp-down?</p> <p>20 A We started the layoffs within the different</p> <p>21 departments. Her position was just one of</p> <p>22 the positions that was laid off for the</p> <p>23 season.</p> <p>24 Q The layoff of seasonal employees?</p>

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218		220	
1	A Right.	1	the season, you know, effective that day.
2	Q And you testified before no other permanent	2	Q And what did Ms. Perry say?
3	employees were laid off at that time, is	3	A I don't think she said anything.
4	that correct, that you could recall when we	4	Q And how about Ms. Cosgrove?
5	looked at the termination?	5	A I don't remember what she said
6	A That I could recall.	6	Q Did you -- before terminating -- before
7	But as I also stated, that the	7	laying Ms. Cosgrove off, did you think about
8	positions were also assessed, and it was a	8	any other administrative position that you
9	position that we didn't carry through the	9	could put her into?
10	winter.	10	A No, there were none.
11	Q Did you discuss Ms. -- the termination of	11	Q Did you think about it?
12	Ms. Cosgrove's position with anybody?	12	A There weren't any to be thought of. We had
13	A I'm sure with Lee O'Shea. I believe Mark	13	eliminated -- continued to eliminate those
14	O'Neil was still involved at that point.	14	positions for the season.
15	Q What did you say to Ms. O'Shea about it?	15	Q How many people were employed as
16	A Just that she would need to do a change of	16	administrative assistants at New Seabury at,
17	status report.	17	say, November 2003?
18	Q And did she say anything in response?	18	A I would say from the October-November range,
19	A Not that I recall.	19	maybe five.
20	Q And what about Mr. O'Neil, what did you say	20	Q And what about in December?
21	to him about it?	21	A There would have been two.
22	A It was just part of the -- the layoff	22	Q Two?
23	process.	23	A Mm-hmm.
24	Q And did he say anything in response?	24	Q Who were the two in December?
219		221	
1	A No.	1	A Would have been whoever mine was at the
2	Q Did you contact an attorney before	2	time, which I think at the time was Jean
3	terminating Ms. Cosgrove's position?	3	Civilello, and the other one would have been
4	MR. WILGOREN: Objection.	4	whoever the receptionist was at the time.
5	A I can't say definitively.	5	I want to say Judy Horton, but I
6	Q Did you make the final decision to terminate	6	don't remember for a fact if that's who it
7	Ms. Cosgrove?	7	was.
8	A Yes.	8	Q Did you indicate to Ms. Cosgrove that you
9	Q And --	9	would contact her if positions became
10	A To do the layoff, you mean?	10	available in the high season?
11	Q To terminate her employment.	11	A I don't believe so. I think it was stated
12	A To the layoff.	12	that we'll revisit the positions in the
13	Q You would characterize it as a layoff?	13	spring.
14	A Yes.	14	Q Did you -- you told her you would revisit
15	Q And did you discuss this decision with	15	the positions in the spring?
16	Ms. Cosgrove?	16	A I believe it was pretty standard for us to
17	A I informed her.	17	say.
18	Q And what were the circumstances of that?	18	Q And what did you mean by that?
19	A I believe it was myself and Jan Perry. I	19	A That we run advertisements, there's
20	believe.	20	positions -- if there's positions available,
21	Q And did you meet in the warehouse?	21	people can apply.
22	A I don't remember where it was.	22	Q So you didn't mean that you would contact
23	Q And what did you say to Ms. Cosgrove?	23	people if positions became available?
24	A Basically that the position was ending for	24	A No, people contact us.

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222	<p>1 Q You testified earlier that you did do that</p> <p>2 with Michele O'Brien?</p> <p>3 A I did, correct</p> <p>4 Q But --</p> <p>5 A But that wasn't necessarily at the startup</p> <p>6 of a season. That was for a particular job.</p> <p>7 Q And did you, in fact, contact Ms. Cosgrove</p> <p>8 at any time after that about positions</p> <p>9 becoming available?</p> <p>10 A I don't believe so.</p> <p>11 Q And do you know if administrative assistant</p> <p>12 positions did become available the next high</p> <p>13 season?</p> <p>14 A I don't believe there were any that were</p> <p>15 necessarily not returning people that had</p> <p>16 been there previously.</p> <p>17 Q What do you mean by not returning people?</p> <p>18 A People that were -- had not already been</p> <p>19 employed at New Seabury.</p> <p>20 Q So at the end of -- how many people came</p> <p>21 back to administrative assistant positions</p> <p>22 in '04?</p> <p>23 A Two.</p> <p>24 Q Two?</p>	224	<p>1 A No, when they could come back.</p> <p>2 Q So when they were laid off -- let's take</p> <p>3 Joanie Johnson, and let's look back at the</p> <p>4 termination report, which is Exhibit 8, if</p> <p>5 you can find these people on that report.</p> <p>6 I see Laurelee Taddeo on page 2, so</p> <p>7 let's start with her. She's on page 2 about</p> <p>8 low inches up from the bottom</p> <p>9 Do you see that?</p> <p>10 A Mm-hmm.</p> <p>11 Q So she was laid off it says 10/10/03?</p> <p>12 A Mm-hmm.</p> <p>13 Q When she was laid off, was she told your</p> <p>14 position -- Just call up, your position's</p> <p>15 ready for you at the beginning of next</p> <p>16 season?</p> <p>17 A No. I would assume it was probably more</p> <p>18 like Check, back with us in the spring.</p> <p>19 Q Check back with us in the spring.</p> <p>20 And then --</p> <p>21 A It's an at-will environment. It comes down</p> <p>22 to as simple as that.</p> <p>23 Q Sure.</p> <p>24 But I'm trying to establish if some</p>
223	<p>1 A Mm-hmm.</p> <p>2 Q And had those people been laid off at the</p> <p>3 end of the 2003 season?</p> <p>4 A Yes.</p> <p>5 Q Who were those people?</p> <p>6 A Joanie Johnson, and then '04 I think</p> <p>7 Laurelee Taddeo.</p> <p>8 Q So why was it that some people were laid off</p> <p>9 and then called back to work and others were</p> <p>10 just laid off without being called back the</p> <p>11 next season?</p> <p>12 MR. WILGOREN: Objection. Assumes</p> <p>13 facts not in evidence. There's no testimony</p> <p>14 that anyone was called back other than</p> <p>15 Michele O'Brien.</p> <p>16 MS. SCHWAB: No, he just said Joanie</p> <p>17 Johnson and Laurelee Taddeo</p> <p>18 A They weren't called back. They came back.</p> <p>19 They call us.</p> <p>20 Q How is it --</p> <p>21 A They called up and asked when they could</p> <p>22 come back.</p> <p>23 Q Called when to come back or if they could be</p> <p>24 considered for a position?</p>	225	<p>1 people when they call up, you immediately</p> <p>2 put them back into their position versus</p> <p>3 some people who would have to go through an</p> <p>4 application process again. I'm just trying</p> <p>5 to be clear about the distinction</p> <p>6 Are some people laid off with the</p> <p>7 understanding that if they call back,</p> <p>8 they'll be put right back into their</p> <p>9 position?</p> <p>10 A No, there's some people we repeat. There's</p> <p>11 other people upon the layoff it be noted on</p> <p>12 their change form we choose not to hire</p> <p>13 back.</p> <p>14 Q And how would that be denoted?</p> <p>15 A It would say don't rehire.</p> <p>16 Q Would you say something to them in the</p> <p>17 discussion when they were being laid off</p> <p>18 that --</p> <p>19 A No, no.</p> <p>20 Q Okay</p> <p>21 So how was it that Ms. Taddeo knew</p> <p>22 she could call up and get her job back in</p> <p>23 the spring?</p> <p>24 MR. WILGOREN: Objection.</p>

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226	<p>1 Mischaracterizes the evidence.</p> <p>2 A I don't know how she knew what she knew</p> <p>3 other than she called.</p> <p>4 Q And she was placed back in her position?</p> <p>5 A Yes.</p> <p>6 Q Now, let's look for Joan Johnson. She seems</p> <p>7 to be on page 4, a little less than halfway</p> <p>8 down.</p> <p>9 She was laid off in November 7, '03;</p> <p>10 is that right?</p> <p>11 A Appears so.</p> <p>12 Q And then she called up in the spring and was</p> <p>13 put back into her position?</p> <p>14 A I believe she did. Potentially Scott could</p> <p>15 have called her and said I need you to start</p> <p>16 at this point in time.</p> <p>17 A lot of that would be</p> <p>18 weather-dependent, and that would dictate</p> <p>19 some of the seasonality</p> <p>20 Q Who could have called back?</p> <p>21 A The superintendent she works for.</p> <p>22 Q And you don't know whether that happened or</p> <p>23 not?</p> <p>24 A No.</p>	228	<p>1 MR. WILGOREN: Objection. Relevancy.</p> <p>2 A I don't know. I'd have to look. There's</p> <p>3 only one that comes to mind that was a</p> <p>4 full-time employee that we changed the</p> <p>5 position back to a seasonal factor, and that</p> <p>6 was in '05.</p> <p>7 Q Who is this?</p> <p>8 A Joe Monger.</p> <p>9 Q That's the only one that comes to mind?</p> <p>10 A That's off the top of my head.</p> <p>11 Q Is there documentation from which you could</p> <p>12 determine how many full-time employees had</p> <p>13 been laid off since 2003?</p> <p>14 A It would probably be a file by file, the</p> <p>15 entire complement of employees from 2003</p> <p>16 forward.</p> <p>17 Q And a termination report might give some</p> <p>18 indication if someone was terminated during</p> <p>19 the first part of the year that might</p> <p>20 indicate there were a permanent employee?</p> <p>21 A Not necessarily, because you have kitchen</p> <p>22 staff that gets laid off right after the new</p> <p>23 year.</p> <p>24 MS. SCHWAB: I'd like to take just a</p>
227	<p>1 Q Was Ms. Cosgrove given an indication one way</p> <p>2 or another about whether she would be</p> <p>3 replaced in her position if she called back</p> <p>4 in the spring?</p> <p>5 A I don't believe so.</p> <p>6 Q You don't believe there was any indication?</p> <p>7 A Either way.</p> <p>8 Q You mentioned before that the restructure --</p> <p>9 the -- what was the phrase?</p> <p>10 The turnaround at New Seabury is</p> <p>11 coming to a close; is that correct?</p> <p>12 A Nearly complete.</p> <p>13 Q Nearly complete.</p> <p>14 When do you anticipate it will be</p> <p>15 completed?</p> <p>16 A When we finish the houses</p> <p>17 Q And when do you anticipate the houses being</p> <p>18 finished?</p> <p>19 A Five to six years from now.</p> <p>20 Q We talked about the permanent employees that</p> <p>21 had been laid off into 2003.</p> <p>22 Since 2003, how many employees whose</p> <p>23 positions had previously been characterized</p> <p>24 as full-time permanent have been laid off?</p>	229	<p>1 five-minute break.</p> <p>2 (Recess.)</p> <p>3 MS. SCHWAB: I have no further</p> <p>4 questions. Thank you for your time.</p> <p>5 MR. WILGOREN: I have a few</p> <p>6 questions.</p> <p>7</p> <p>8 EXAMINATION</p> <p>9 BY MR. WILGOREN:</p> <p>10 Q You testified, Steve, that before you</p> <p>11 officially started work, you had reviewed</p> <p>12 certain records and documents, including</p> <p>13 headcounts of employees who were working in</p> <p>14 the various departments.</p> <p>15 Do you recall that testimony?</p> <p>16 A Yes.</p> <p>17 Q Okay.</p> <p>18 Had you identified certain jobs that</p> <p>19 you thought were excessive?</p> <p>20 A Early on with the headcount, I had -- this</p> <p>21 is before I even went to work there. I</p> <p>22 used, you know, some of the industry</p> <p>23 standards in the clubs I was at previously</p> <p>24 to start looking at the number -- the</p>

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<p>1 headcount and the production of the</p> <p>2 positions. And, you know, it was evident</p> <p>3 there were a couple of positions we had to</p> <p>4 change before I even got there</p> <p>5 Q Okay.</p> <p>6 Was one of those positions the job</p> <p>7 held by Rhonda Rodgers?</p> <p>8 A Yes.</p> <p>9 Q And at the time you identified that job, had</p> <p>10 you had any knowledge that she was pregnant?</p> <p>11 A No, that was on production.</p> <p>12 Q Okay.</p> <p>13 I'm sorry?</p> <p>14 A It was on production, revenue-generated. I</p> <p>15 hadn't met her at that point.</p> <p>16 Q What do you mean by it was on</p> <p>17 revenue-generated?</p> <p>18 A The initiation fees in 2002 were in the</p> <p>19 ballpark of 800,000, which was extremely low</p> <p>20 for a club with that profile.</p> <p>21 Q What did that have to do with Rhonda</p> <p>22 Rodgers?</p> <p>23 A She was responsible for generating the</p> <p>24 initiation fees through the membership</p>	<p>1 A He had the same start date as I did.</p> <p>2 Q January 28, 2003?</p> <p>3 A Yes.</p> <p>4 Q And as of January 28, 2003 -- well, strike</p> <p>5 that.</p> <p>6 At the time you hired Mr. Higgins,</p> <p>7 did you have any knowledge that Ms. Rodgers</p> <p>8 was pregnant?</p> <p>9 A At that point I did because I was there.</p> <p>10 Q Well, at the time you hired Mr. Higgins?</p> <p>11 A No, because I hired him previous to getting</p> <p>12 there.</p> <p>13 Q Okay.</p> <p>14 When did you first have knowledge</p> <p>15 that Rhonda Rodgers was pregnant?</p> <p>16 A When I met her.</p> <p>17 Q When was that?</p> <p>18 A Around the 28th.</p> <p>19 Q Okay.</p> <p>20 By the way, how did Mr. Higgins do in</p> <p>21 terms of membership sales? That's golf</p> <p>22 memberships, correct?</p> <p>23 A Golf, tennis. It's country club</p> <p>24 memberships.</p>
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<p>1 sales.</p> <p>2 Q Okay.</p> <p>3 And had you -- you started on</p> <p>4 January 28, 2003, correct?</p> <p>5 A Correct.</p> <p>6 Q Okay.</p> <p>7 Had you made a decision to replace</p> <p>8 Rhonda Rodgers before that time?</p> <p>9 A Yes. Actually, had started interviewing</p> <p>10 candidates for that position in early</p> <p>11 December.</p> <p>12 Q In early December when you started</p> <p>13 interviewing candidates for that position,</p> <p>14 were you aware that Rhonda Rodgers was</p> <p>15 pregnant?</p> <p>16 A No, I had no idea.</p> <p>17 Q And, in fact, did you hire someone to</p> <p>18 replace her?</p> <p>19 A Yes.</p> <p>20 Q And that was Mr. Higgins?</p> <p>21 A Right.</p> <p>22 Q Okay.</p> <p>23 And when was Mr. Higgins hired for</p> <p>24 the membership position?</p>	<p>1 Q Okay.</p> <p>2 A In 2003, he generated 1.8 million in sales.</p> <p>3 Q Compared to the 800,000 Rhonda had --</p> <p>4 A Before, correct.</p> <p>5 Q I see. Okay.</p> <p>6 Now, had you also identified</p> <p>7 Ms. Cosgrove's position as one that may be</p> <p>8 redundant?</p> <p>9 A It was a duplication of responsibilities,</p> <p>10 yes.</p> <p>11 Q When did you first identify that as a</p> <p>12 position that may involve duplication of --</p> <p>13 A The initial concern was the number of people</p> <p>14 within that -- what I deemed that category,</p> <p>15 and then confirmation just through</p> <p>16 conversations with O'Neill that there was, in</p> <p>17 fact, people booking lodging, people booking</p> <p>18 catering already.</p> <p>19 Q And when you made that initial</p> <p>20 determination, was that part of the review</p> <p>21 you did before coming on board on</p> <p>22 January 28, 2003?</p> <p>23 A Yes. I actually started on a plane in</p> <p>24 November.</p>

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214	<p>1 Q Okay.</p> <p>2 And at the time that you started --</p> <p>3 you were first identified --</p> <p>4 That was the first time you</p> <p>5 identified the position held by Ms. Cosgrove</p> <p>6 as one that may be redundant?</p> <p>7 A Yes.</p> <p>8 MS. SCHWAB: Objection. Asked and</p> <p>9 answered.</p> <p>10 Q And at that time, had you had any knowledge</p> <p>11 that Ms. Cosgrove was pregnant?</p> <p>12 A I had no idea at that point.</p> <p>13 Q And you saw the memo dated February 2nd.</p> <p>14 Was that the first time you had</p> <p>15 knowledge that Ms. Cosgrove was pregnant?</p> <p>16 MS. SCHWAB: Objection. Asked and</p> <p>17 answered.</p> <p>18 Q Go ahead.</p> <p>19 A First written notification. I may have been</p> <p>20 told prior to that.</p> <p>21 Q Okay.</p> <p>22 Now, I think you testified that it</p> <p>23 was evident to employees working for the</p> <p>24 company that the company was trying to bring</p>	216	<p>1 A For a layoff or termination.</p> <p>2 Q I see.</p> <p>3 Was that happening with some</p> <p>4 frequency in the first part of 2003?</p> <p>5 A Yes.</p> <p>6 Q Now, you testified that you had discussions</p> <p>7 with Jen Perry and Roy Chase about</p> <p>8 Ms. Cosgrove's job duties prior to your</p> <p>9 making the decision to eliminate her</p> <p>10 position?</p> <p>11 A Correct.</p> <p>12 Q Okay.</p> <p>13 What did Jen Perry tell you about</p> <p>14 Ms. Cosgrove's job duties?</p> <p>15 MS. SCHWAB: Objection. Asked and</p> <p>16 answered.</p> <p>17 A The primary function revolved around booking</p> <p>18 the lodging units for groups of anything</p> <p>19 over ten rooms. Rooms was the major scope</p> <p>20 of her work. At that point, having a</p> <p>21 lodging department, I saw it as duplication.</p> <p>22 Q And did they say was -- was that the same</p> <p>23 report you received from Mr. Chase?</p> <p>24 A Yes. The question to Roy, Will this effect</p>
235	<p>1 in costs and cut payroll?</p> <p>2 A Yes.</p> <p>3 Q How -- what makes you say that it was</p> <p>4 evident to employees working for New Seabury</p> <p>5 that the company was trying to bring down</p> <p>6 costs -- bring costs in line and cut</p> <p>7 payroll?</p> <p>8 A Well, when you just look at the comparative</p> <p>9 sheet, '03-'04, the number of bodies that</p> <p>10 came out the first quarter that were taken</p> <p>11 off payroll, people knew the guy beside --</p> <p>12 the person beside them may or may not be</p> <p>13 there the next day.</p> <p>14 Q When you picked up the phone and you asked</p> <p>15 an employee to come to your office, did you</p> <p>16 get a sense as to what concerns that</p> <p>17 employee may have at that time in early</p> <p>18 2003?</p> <p>19 MS. SCHWAB: Objection. Calls for</p> <p>20 speculation.</p> <p>21 A People were generally nervous.</p> <p>22 Q Why was that?</p> <p>23 A Because they thought they may be next.</p> <p>24 Q Next for?</p>	237	<p>1 the overall food and beverage operation in</p> <p>2 any fashion?</p> <p>3 Q Did Ms. Chase or Ms. Perry or both report to</p> <p>4 you what, if anything, Ms. Cosgrove's</p> <p>5 function was in handling a group coming to</p> <p>6 New Seabury after she booked the lodging?</p> <p>7 MS. SCHWAB: Objection. Vague.</p> <p>8 A What they described to me was it was very</p> <p>9 little interaction once the rooms were</p> <p>10 booked. There was rooming lists and things</p> <p>11 of that nature, which is pretty basic</p> <p>12 factors. It's done within the lodging</p> <p>13 department anyway at this point.</p> <p>14 Q Now, what was -- you testified that the</p> <p>15 company was losing thousands -- hundreds of</p> <p>16 thousands of dollars in lodging.</p> <p>17 What was that time frame where those</p> <p>18 losses were occurring?</p> <p>19 A From the time we acquired it, which was '98</p> <p>20 '99, 2000, you know, up until -- well, 2004.</p> <p>21 It was losing.</p> <p>22 Q So was that hundreds of thousands of dollars</p> <p>23 over that period of time or per year?</p> <p>24 A No, per year.</p>

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<p>1 Q Okay.</p> <p>2 Now, just to clarify, there were a</p> <p>3 number of changes in the golf department.</p> <p>4 Were there any jobs in the golf department</p> <p>5 that were eliminated and not refilled</p> <p>6 thereafter in 2003?</p> <p>7 A Well, with the demotion of Scott Nickerson</p> <p>8 out of the director of golf position and the</p> <p>9 demotion of Bob McGraw to director of</p> <p>10 instruction from head golf pro, the director</p> <p>11 of golf became -- director of golf/head golf</p> <p>12 professional, became one position.</p> <p>13 Q Two positions combined into one?</p> <p>14 A Right.</p> <p>15 Q What was the cost savings on that?</p> <p>16 A I want to say it was about \$65,000 annually.</p> <p>17 Q Just to clarify, what was the -- when</p> <p>18 Ms. Cosgrove was returned to work around</p> <p>19 October 7, 2003, what position was she put</p> <p>20 in?</p> <p>21 A Administrative assistant.</p> <p>22 Q That was the same job title that she had</p> <p>23 accepted prior to her pregnancy leave of</p> <p>24 absence?</p>	<p>1 Q So it may have been a few days earlier?</p> <p>2 A Could have been a couple of days earlier.</p> <p>3 It would have been around that time.</p> <p>4 generally.</p> <p>5 Q Okay.</p> <p>6 Now, that would have been within a</p> <p>7 couple of days after Ms. Cosgrove returned</p> <p>8 to work?</p> <p>9 A That's correct.</p> <p>10 Q Why was Ms. Taddeo laid off?</p> <p>11 MS. SCHWAB: Objection.</p> <p>12 A The seasonality of the work. The</p> <p>13 seasonality of the work. Basically the</p> <p>14 events have stopped, the administrative</p> <p>15 function isn't needed anymore because the</p> <p>16 salespeople can do it themselves.</p> <p>17 Q Okay.</p> <p>18 After she was -- Ms. Taddeo was laid</p> <p>19 off, was anyone hired to replace her for --</p> <p>20 at that time?</p> <p>21 A No. Winter months, it's a vacant position.</p> <p>22 Q I see. Okay.</p> <p>23 Now, there was some testimony about</p> <p>24 accommodations that were made to</p>
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<p>1 A Administrative assistant.</p> <p>2 Q Now, you testified that Laurelee Taddeo</p> <p>3 filled the administrative position in the</p> <p>4 conference sales department.</p> <p>5 Do you recall that?</p> <p>6 A Yes.</p> <p>7 Q Okay.</p> <p>8 What was your -- was that</p> <p>9 administrative position a full-time</p> <p>10 position, a seasonal position, a year-round</p> <p>11 position?</p> <p>12 What was it?</p> <p>13 A It was a seasonal position that ends in</p> <p>14 October.</p> <p>15 Q Had it always been a seasonal position?</p> <p>16 A Since I had been there.</p> <p>17 Q Okay.</p> <p>18 Now, let me call your attention to</p> <p>19 Deposition Exhibit No. 8, second page, where</p> <p>20 Laurelee Taddeo --</p> <p>21 It's reflected she was laid off on</p> <p>22 October 10, 2003?</p> <p>23 A On or about. That's when it hit the actual</p> <p>24 system.</p>	<p>1 Ms. Cosgrove at her request, including being</p> <p>2 allowed to go to the administrative offices</p> <p>3 to pump her breast milk, being allowed to go</p> <p>4 to the administrative offices or the country</p> <p>5 club to use the restroom facilities, and</p> <p>6 what wasn't mentioned, being allowed to go</p> <p>7 to the country club to -- for meals.</p> <p>8 Did you have any objection to any of</p> <p>9 those accommodations?</p> <p>10 MS. SCHWAB: I have an objection to</p> <p>11 the question because it mischaracterizes the</p> <p>12 testimony and assumes facts not in evidence.</p> <p>13 He didn't say that he accommodated</p> <p>14 her with the breast milk. He said he knew</p> <p>15 about it.</p> <p>16 MR. WILGOREN: Okay.</p> <p>17 MS. SCHWAB: And the rest of the</p> <p>18 stuff hasn't been discussed at all day.</p> <p>19 MR. WILGOREN: Okay.</p> <p>20 BY MR. WILGOREN:</p> <p>21 Q Well, you knew that Ms. Cosgrove was going</p> <p>22 to the administration office to pump her</p> <p>23 breast milk?</p> <p>24 A Yes.</p>

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## **Patricia Cosgrove v. New Seabury Resources Management, Inc.**

Transcript of the Testimony of:

**Mark O'Neil**

**February 14, 2006**

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10	1 manage or act as an owner's representative for 2 their facility to oversee and manage the daily 3 operational duties of the staff or the club, 4 depending on what specific property was 5 Q. And would the management -- would golf course 6 management involve staffing -- managing staffing? 7 A. Typically, yes. 8 Q. What type of involvement would you have in that? 9 A. We would have the daily oversight for 10 basically the labor and personal staffing of the 11 club or clubs. Usually we would oversee some form 12 of on-site manager. Typically it would be a 13 general manager that would report to us and we 14 would manage the facility through that individual, 15 using that person's contacts. 16 Q. Would your involvement in staffing also involve 17 restructuring of staffing, layoffs or moving 18 people around? 19 A. It could possibly. 20 Q. In what situations would it involve that? 21 A. If we were retained by, as an example, an 22 owner of a club, to potentially review the current 23 staffing plan of the facility and make our 24 representations, and/or implement changes we would	12	1 handle restructuring with us and we would 2 communicate back and forth and provide guidance, 3 suggestions, you know, professional level input as 4 to decisions that were made or communications that 5 were made. 6 Q. When you started in 2000, how many clients did you 7 have in 2000? 8 MR. WILGOREN: Objection. 9 THE WITNESS: When we started the 10 business? 11 MS. SCHWAB: Yes. 12 A. When we started the business, we had no 13 clients. 14 Q. In the year 2000, how many clients did you have? 15 A. Honestly, I would have to review my records. 16 We've had many clients since that time. Some 17 large, some small. So I can't recall exactly how 18 many. 19 Q. Can you approximate? 20 A. Two to four. 21 Q. How many large clients did you have in 2000? 22 THE WITNESS: What's large? 23 MS. SCHWAB: You tell me, what would 24 constitute large.
11	1 do. 2 Q. And has that happened that you've been retained to 3 review staffing by a club? 4 A. As part of an overall service, yes. 5 Q. With what clients? 6 A. Probably the majority of clients that we have 7 worked for, usually staffing and staffing review 8 is one component of the service we offered, very 9 common, that's part of our management task. 10 Q. As a general matter, when you undertake a staffing 11 review of a facility, what types of -- what type 12 of information do you convey to the employees of 13 the facility about the staffing review? 14 A. Usually most of our communication and 15 relationship is primarily dealt through general 16 manager, and then it would be that person's 17 responsibility to do the line level or front line 18 management communication. 19 Q. Do you give the general manager instruction on how 20 to go about that? 21 A. Guidance, yes. 22 Q. And what type of guidance would you give? 23 A. Typically a GM, general manager, would review 24 potential memos, notices, ways in which they would	13	1 A. You said large and small. Every client in 2 our corporation is looked at as a large client. 3 So it could be someone that could be as simple as 4 a \$10,000 consulting agreement or a \$100,000 5 management agreement. We were obviously trying to 6 build our business at that time and retain -- the 7 larger client the better, as everyone in this room 8 is trying to do. 9 Q. Let's talk about New Seabury, when I refer to New 10 Seabury, I mean New Seabury Resources Management. 11 When did you first come into contact with somebody 12 at New Seabury? 13 MR. WILGOREN: Objection. You can 14 answer. 15 A. I can't recall the exact date but I believe 16 it was some time in the summer of 2002. 17 Q. Who contacted you? 18 A. Wayne Kapral. 19 Q. What was the conversation that you had with Mr. 20 Kapral? 21 A. Wayne had become aware, and I'm not sure how, 22 of our company and the services we offered and was 23 interested in discussing the possibility of a 24 management consulting agreement between Essex Golf

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<p>1 and New Seabury.</p> <p>2 Q. What happened next?</p> <p>3 A. I met with -- several phone conversations</p> <p>4 with Wayne, first of all, and then I visited the</p> <p>5 site to meet with him personally at New Seabury.</p> <p>6 Q. When did that take place?</p> <p>7 A. Summer of 2002. I believe late summer.</p> <p>8 Q. And what happened at that meeting?</p> <p>9 A. Obviously, I was questioning Wayne as to what</p> <p>10 he was looking for and what type of consultation</p> <p>11 agreement he was looking for, and he conveyed to</p> <p>12 me that New Seabury was owned by American Real</p> <p>13 Estate Partners out of New York and that Wayne's</p> <p>14 primary background and experience was not in</p> <p>15 facility or operational manager at the resort</p> <p>16 level and that his primary background, if I'm</p> <p>17 correct, was in finance or financial matters. And</p> <p>18 they were looking for someone to come in and</p> <p>19 support their efforts at improving the operational</p> <p>20 profitability of New Seabury.</p> <p>21 Q. At that meeting did you and Mr. Kapral talk at all</p> <p>22 about staffing?</p> <p>23 THE WITNESS: At that specific</p> <p>24 meeting?</p>	<p>14</p> <p>1 (PLAINTIFF'S EXHIBIT 1</p> <p>2 MARKED FOR IDENTIFICATION)</p> <p>3 Q. You're looking at Exhibit Number 1. Do you</p> <p>4 recognize that document?</p> <p>5 A. Yes, I do.</p> <p>6 Q. What is it?</p> <p>7 A. It's a proposal for the club management for</p> <p>8 New Seabury.</p> <p>9 Q. I notice that this document is not signed, but</p> <p>10 does that look like the management proposal that</p> <p>11 you were just discussing?</p> <p>12 A. No. This is not the proposal I was just</p> <p>13 referring to.</p> <p>14 Q. Okay. How do you know this is not that proposal?</p> <p>15 A. Because this is not a consulting proposal.</p> <p>16 This was for the overall management of the</p> <p>17 facility, of the club.</p> <p>18 Q. So, this would have been after you were already</p> <p>19 retained?</p> <p>20 A. Correct.</p> <p>21 Q. So, you came up with I think you also called it a</p> <p>22 management proposal, discussing what you would --</p> <p>23 what your relationship would be with New Seabury</p> <p>24 after you met with Mr. Kapral; is that correct?</p>
<p>15</p> <p>1 MS. SCHWAB: Yes.</p> <p>2 A. I'm sure there was a cursory discussion about</p> <p>3 it. I do not remember specific individuals,</p> <p>4 positions or anything of that nature.</p> <p>5 Q. Was there anyone else at the meeting?</p> <p>6 A. I don't believe so.</p> <p>7 Q. Did you meet other people when you were at the</p> <p>8 facility at that first meeting?</p> <p>9 A. Yes, did. I'm sure I was introduced to</p> <p>10 numerous people. I can't specifically remember</p> <p>11 who I met, other than I did meet, I believe Scott</p> <p>12 Nickerson who was the golf course</p> <p>13 superintendent -- I'm sorry, at that time was</p> <p>14 director of golf. I'm sure I met other</p> <p>15 individuals in the organization. I specifically</p> <p>16 can't remember who they might be.</p> <p>17 Q. After that first meeting with Mr. Kapral, what</p> <p>18 happened next?</p> <p>19 A. To the best of my recollection, I believe I</p> <p>20 was asked to provide some form of management</p> <p>21 proposal, which I'm sure I created a management</p> <p>22 proposal with a fee structure typical to any</p> <p>23 management consulting agreement, and I furnished</p> <p>24 that to Wayne Kapral.</p>	<p>16</p> <p>1 THE WITNESS: What we were referring</p> <p>2 to initially?</p> <p>3 MS. SCHWAB: Yes.</p> <p>4 A. Yes, a consulting agreement.</p> <p>5 MS. SCHWAB: I'm going to mark</p> <p>6 Exhibit 2.</p> <p>7 (PLAINTIFF'S EXHIBIT 2</p> <p>8 MARKED FOR IDENTIFICATION)</p> <p>9 Q. Do you recognize Exhibit 2?</p> <p>10 MR. WILGOREN: Take your time and</p> <p>11 look through the whole document.</p> <p>12 THE WITNESS: What was the question?</p> <p>13 Q. Do you recognize the document?</p> <p>14 A. Yes.</p> <p>15 Q. I notice this document is signed in June 2003, so</p> <p>16 I presume this is not the initial consulting</p> <p>17 agreement; is that correct?</p> <p>18 A. No. This was not the initial document that</p> <p>19 we referred to earlier.</p> <p>20 Q. Does this resemble the initial document in terms</p> <p>21 of structure?</p> <p>22 A. No. Once again, this being a management</p> <p>23 agreement as opposed to a consulting proposal.</p> <p>24 Q. So, after you presented the initial consulting</p>

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18		20	
1	proposal, what happened next?	1	Antenucci, did you and he talk at all about
2	A. I believe I was then contacted by the	2	staffing at New Seabury?
3	president of a American Real Estate Holdings in	3	A. Yes. We talked about only one, two or three
4	New York to discuss the agreement -- I'm sorry, to	4	specific positions.
5	discuss the proposal.	5	Q. What positions were those?
6	Q. About when would that have been?	6	A. We specifically discussed Wayne Kapral.
7	A. To the best of my recollection, August 2002.	7	MR. WILGOREN: Can we mark any
8	Q. And the president, is that Albo Antenucci?	8	portions of the transcript based on the
9	A. Albo Antenucci.	9	confidentiality agreement we have talking about
10	Q. What happened during that conversation?	10	individuals who are or were employees of New
11	A. I can't recall the specifics of the	11	Seabury Resources including Mr. Kapral.
12	conversation, but I remember in general Albo asked	12	MS. SCHWAB: Why don't you just do it
13	me to expand on the types of things I would cover	13	when you're reviewing the transcript to read and
14	in a proposal, and at that time that was I believe	14	sign. You have a confidentiality agreement that
15	our first discussion about the possibility of	15	both of us have signed.
16	performing a more detailed operational audit is	16	MR. WILGOREN: Why don't we consider
17	what it's called in the industry.	17	the entire transcript as a confidential document
18	Q. What's a detailed operational audit?	18	pursuant to the confidentiality agreement.
19	A. Basically it's when you retain a firm like an	19	MS. SCHWAB: Pursuant to that
20	Essex Golf or someone in that capacity to review	20	agreement, that's fine.
21	the operation from top to bottom or in fairly	21	Q. Other than Wayne Kapral, what other positions did
22	strong detail, department by department and	22	you discuss?
23	essentially to gather information, review the	23	A. I believe we discussed Scott Nickerson. I
24	details and the data and then make a	24	can't remember any other individuals. Those were
19		21	
1	recommendation to whoever retained you to perform	1	the two highest level individuals at the site at
2	the operation on audit.	2	that time. So that would be very common to
3	Q. Had you conducted operation audits on other	3	discuss the higher level management positions.
4	facilities previous to this?	4	Q. What did you and Mr. Antenucci discuss relating to
5	A. In one form or another, yes.	5	Wayne Kapral?
6	Q. Can you give me examples of facilities for which	6	A. Mr. Antenucci specifically gave me direction
7	you've consulted operational audits?	7	or provided me with direction regarding his
8	A. Yes. Tournament Players Club, River	8	request to review Mr. Kapral's abilities during
9	Highlands in Cromwell, Connecticut, Tournament	9	the course of action and during the course of my
10	Players Club at Avenel in Washington, D.C. or	10	management consultation agreement.
11	Potomac, Maryland, Tournament Players Club at	11	Q. Anything more specific than that?
12	Scottsdale, in Scottsdale, Arizona. And then	12	A. He had concerns whether one had the ability,
13	anywhere from 10 to 20 additional clubs over the	13	knowledge, experience to manage the facility and
14	period of 1990 to 2000.	14	be able to generate the return on the investment
15	Q. Tournament Players Club, did you conduct	15	that American Real Estate Holdings had made.
16	operational audits for those facilities through	16	Q. Did you and Mr. Antenucci discussion any specific
17	Essex Golf Club?	17	goals with respect to Mr. Kapral putting him into
18	A. No. I was acting in the role as an employee	18	a different position or anything like that?
19	of the PGA Tour.	19	A. In the initial discussion we had, I don't
20	Q. With Essex Golf Club previous to New Seabury had	20	believe so.
21	you conducted operational audits?	21	Q. And what about Scott Nickerson, what discussions
22	A. I don't recollect any specific operational	22	did you have about him?
23	audits. No.	23	A. Similar in the sense of Albo wanted me to
24	Q. During this conversation you had with Mr.	24	either verify or not verify that Scott was capable

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<p style="text-align: right;">22</p> <p>1 of fulfilling the role that he had been put into</p> <p>2 also.</p> <p>3 Q Other than those two specific individuals, did you</p> <p>4 have any discussions about specific departments at</p> <p>5 New Seabury?</p> <p>6 THE WITNESS: During that</p> <p>7 discussion?</p> <p>8 MS. SCHWAB: Yes.</p> <p>9 A. I don't believe so.</p> <p>10 Q. How about any discussions generally about seasonal</p> <p>11 employees?</p> <p>12 A. I don't believe so.</p> <p>13 Q. And after that initial discussion with Mr.</p> <p>14 Antierucci what happened next?</p> <p>15 A. To the best of my recollection, I believe</p> <p>16 Albo then asked me to forward a copy of the</p> <p>17 management proposal, consulting proposal to him</p> <p>18 and that they would like to get me started and be</p> <p>19 involved in the review of the club at that time.</p> <p>20 Q And what happened after that?</p> <p>21 A. Upon consummation of an agreement, I then</p> <p>22 began making regular and periodic trips to the</p> <p>23 club, regular and frequent telephones, I began</p> <p>24 reviewing internal documents that were provided to</p>	<p style="text-align: right;">24</p> <p>1 specific under the consulting agreement?</p> <p>2 Q. Okay. It sounds like in August you started an</p> <p>3 assessment of the facility?</p> <p>4 A. Right.</p> <p>5 Q. Was there a certain period during which that</p> <p>6 assessment lasted?</p> <p>7 A. Yes, there was.</p> <p>8 Q. How long was that?</p> <p>9 A. Approximately December.</p> <p>10 Q. And between August and December how frequently did</p> <p>11 you visit the facility?</p> <p>12 A. In general, I'm there at least once a week</p> <p>13 and most trips were two days in length with one</p> <p>14 overnight stay.</p> <p>15 Q. And after the initial visits with Mr. Kapral,</p> <p>16 trying to get a feel for the facility, what other</p> <p>17 things did you do when you visited?</p> <p>18 A. I would -- I spent a lot of time reviewing</p> <p>19 financial documents, reviewing club documents and</p> <p>20 data that was generated at the club including</p> <p>21 membership structures, membership categories for</p> <p>22 club membership, food and beverage operation,</p> <p>23 lodging operations, golf course maintenance</p> <p>24 operations and daily activities. The golf club</p>
<p style="text-align: right;">23</p> <p>1 me and essentially began the terms and conditions</p> <p>2 of the consulting agreement.</p> <p>3 Q. When did that begin?</p> <p>4 A. I believe in late August 2002. I can't be</p> <p>5 sure of the exact date, but I feel confident it</p> <p>6 was in that general time frame within 30 days.</p> <p>7 Q. What did you do during your trips to the facility?</p> <p>8 A. Typically I would spend most of my time in</p> <p>9 the first trip, the first several trips with Wayne</p> <p>10 reviewing the facility because it's very hard to</p> <p>11 make operational judgments without first having a</p> <p>12 very good handle on the physical facility itself.</p> <p>13 So the first several trips were learning the</p> <p>14 magnitude of the property, where things were,</p> <p>15 where departments were located, how the golf</p> <p>16 course related to the clubhouse and in the other</p> <p>17 buildings within the resort.</p> <p>18 Q. Starting in August, how frequently would you visit</p> <p>19 the facility?</p> <p>20 A. I believe I was there at least once a week on</p> <p>21 a regular basis.</p> <p>22 Q. And from August until what period?</p> <p>23 MR. WILGOREN: Objection.</p> <p>24 THE WITNESS: Can you be more</p>	<p style="text-align: right;">25</p> <p>1 operations and daily activities. Really, all</p> <p>2 facets of each department's operational structure</p> <p>3 and operational activities.</p> <p>4 Q. And what types of things did you do relating to</p> <p>5 evaluating staffing at New Seabury?</p> <p>6 THE WITNESS: Specifically to</p> <p>7 evaluating staffing?</p> <p>8 MS. SCHWAB: Yes.</p> <p>9 A. It usually was comprised of first reviewing a</p> <p>10 departmental staffing plan with Wayne Kapral and</p> <p>11 oftentimes it then included meeting with the</p> <p>12 department manager if there was one to review the</p> <p>13 specifics of that department.</p> <p>14 Q. At that time did you identify departments that</p> <p>15 could use reorganization or restructure?</p> <p>16 A. Yes.</p> <p>17 Q. And what departments were those?</p> <p>18 A. Golf course maintenance, golf operations,</p> <p>19 general and administrative, food and beverage,</p> <p>20 membership, and New Seabury had a unique</p> <p>21 department for lack of a better term, it was</p> <p>22 called facilities or facilities management.</p> <p>23 Q. Any other departments?</p> <p>24 A. I think that's all of them</p>

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26	<p>1 Q Are there any left?</p> <p>2 A. I don't think so. I tried to make sure I</p> <p>3 listed every department.</p> <p>4 Q. During this period from about August 2002 to</p> <p>5 December 2002, did you produce any documents</p> <p>6 relating to your assessment of New Seabury?</p> <p>7 A. Produce, meaning formalize documents that</p> <p>8 would have been reviewed by someone else?</p> <p>9 MS. SCHWAB: Yes.</p> <p>10 A. Yes. I produced towards the end of that</p> <p>11 agreement an operational audit review document for</p> <p>12 the ownership of the resort.</p> <p>13 Q. Anything else?</p> <p>14 A. I'm sure there were other documents that were</p> <p>15 produced but nothing that was produced explicitly</p> <p>16 for review by the owner that I can remember. I'm</p> <p>17 sure I had notes and things like that.</p> <p>18 Q. And during that time did you conduct an assessment</p> <p>19 of the two positions that you and Mr. Antenucci</p> <p>20 had discussed Mr. Kapral's and Mr. Nickerson's</p> <p>21 positions?</p> <p>22 A. Yes. That was -- Mr. Kapral was really an</p> <p>23 ongoing review as we went through the other</p> <p>24 process. Unbeknownst to Mr. Kapral, I was</p>	28	<p>1 maintenance and management of the turf conditions</p> <p>2 and the playing -- the golf course, also became</p> <p>3 responsible for the oversight of the golf</p> <p>4 operation which included the retail store, golf</p> <p>5 professional staff, and things that are normally</p> <p>6 under the jurisdiction of either a golf</p> <p>7 professional trained PGA professional or general</p> <p>8 manager.</p> <p>9 I felt that Scott's experience was excellent</p> <p>10 with golf course maintenance but was lacking in</p> <p>11 the area of golf operations in general,</p> <p>12 explicitly, the retail components and the</p> <p>13 operational side of the business.</p> <p>14 Q. Were there any other specific positions other than</p> <p>15 those two that you identified as in need of</p> <p>16 restructuring or some sort of reorganization,</p> <p>17 during that period?</p> <p>18 MR. WILGOREN: Objection. Which</p> <p>19 period?</p> <p>20 MS. SCHWAB: During the period of</p> <p>21 approximately August to December 2002.</p> <p>22 A. During that time frame when I was reviewing</p> <p>23 all departments, in addition to those two specific</p> <p>24 positions. I felt there was numerous areas of</p>
27	<p>1 obviously, while reviewing departmental structures</p> <p>2 and operational efficiencies, I was also at the</p> <p>3 same time reviewing his abilities and knowledge of</p> <p>4 those positions.</p> <p>5 Q. And what were your conclusions during that period?</p> <p>6 THE WITNESS: With regards to</p> <p>7 Mr. Kapral or specific departments?</p> <p>8 MS. SCHWAB: With regards to</p> <p>9 Mr. Kapral.</p> <p>10 A. Mr. Kapral if my mind or in my professional</p> <p>11 opinion was knowledgeable in the areas of</p> <p>12 financial management and accounting; however, his</p> <p>13 experience and knowledge of daily operations and</p> <p>14 resort and/or golf club management was lacking.</p> <p>15 Q. What about Mr. Nickerson?</p> <p>16 A. Scott was, previously to my arrival or</p> <p>17 involvement with New Seabury, was functioning in</p> <p>18 the role of golf course superintendent. I thought</p> <p>19 in that role or his knowledge which would be</p> <p>20 commensurate with that role was fine, excellent.</p> <p>21 However, Scott, prior to my involvement, and I'm</p> <p>22 not sure of the exact date was promoted into the</p> <p>23 position called director of golf which was then</p> <p>24 responsible for not only the golf course</p>	29	<p>1 restructuring required and reorganization required</p> <p>2 within most of the other departments.</p> <p>3 Q. And any specific positions?</p> <p>4 A. Numerous. Which department would you want to</p> <p>5 start with?</p> <p>6 MS. SCHWAB: Let's start with golf</p> <p>7 maintenance.</p> <p>8 A. With golf maintenance, I felt that the</p> <p>9 appropriate staffing levels would have been to</p> <p>10 have more of what would be considered typical</p> <p>11 structure which would be a golf course</p> <p>12 superintendent overseeing the operations of the</p> <p>13 department, potentially one or two assistant</p> <p>14 superintendents with specific duties and</p> <p>15 responsibilities for various portions of the golf</p> <p>16 course maintenance budget. And a golf course</p> <p>17 mechanic, and then the staffing or what we</p> <p>18 normally call the operators or front line staffing</p> <p>19 below that. At the time of reviewing that</p> <p>20 department, it appeared to me in my review that</p> <p>21 there were some gross inefficiencies taking place</p> <p>22 within golf course maintenance which led to higher</p> <p>23 than normal labor costs.</p> <p>24 Q. And what about golf operations?</p>

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<p>30</p> <p>1 A. Golf operations, which is normally considered</p> <p>2 in the industry the inside part of the business, I</p> <p>3 felt that there was a gentleman named Bob McGraw</p> <p>4 who had been promoted to the head golf</p> <p>5 professional position and was really functioning</p> <p>6 in a different role completely. He was really</p> <p>7 functioning in the role of director of instruction</p> <p>8 because I believe if I'm correct, 75 percent or</p> <p>9 more of his time was spent providing instruction</p> <p>10 lessons to members and non-members. He really did</p> <p>11 not have the oversight and daily responsibility</p> <p>12 for the retail operation and some of the other</p> <p>13 specific duties, cart maintenance, outside</p> <p>14 operations where people pull up and, you know, you</p> <p>15 take the bag and direct them.</p> <p>16 I felt that there were other people within</p> <p>17 that department that did not have clearly defined</p> <p>18 duties and responsibilities and seemed like there</p> <p>19 was numerous redundancies in what certain people</p> <p>20 were doing, and I felt there, once again, that the</p> <p>21 labor costs relative to the amount of</p> <p>22 responsibilities and duties that were undertaken</p> <p>23 by the department as well as the revenue that was</p> <p>24 generated in an area such as retail golf shop. I</p>	<p>32</p> <p>1 I also felt that although the membership</p> <p>2 department had a couple of competent individuals,</p> <p>3 that their skills were probably not commensurate</p> <p>4 with what their tasks and duties were. So I felt</p> <p>5 there was opportunities there to make changes,</p> <p>6 too.</p> <p>7 Q. And facilities management?</p> <p>8 A. Facilities management was unique in that for</p> <p>9 many years prior to my arrival, they were</p> <p>10 responsible for a much larger area and number of</p> <p>11 facilities and that had been reduced over the</p> <p>12 years, and it was my observation that the staffing</p> <p>13 levels and duties and responsibilities had not</p> <p>14 been proportionally reduced as the number of</p> <p>15 facilities they managed had been reduced. So I</p> <p>16 felt there was some inefficiencies there also.</p> <p>17 Q. Did you put your conclusions that we've just</p> <p>18 discussed, into your operational audit?</p> <p>19 A. I believe so in summary form.</p> <p>20 Q. In producing the operational audit was your goal</p> <p>21 to give full assessment of all the changes you</p> <p>22 anticipated should be made at New Seabury?</p> <p>23 A. I was really charged with the task of</p> <p>24 reviewing the daily operation of the resort and</p>
<p>31</p> <p>1 felt the labor was excessive for the product that</p> <p>2 was being delivered.</p> <p>3 Q. What about in general and administrative?</p> <p>4 A. Under the G &amp; A department, it was clear that</p> <p>5 they were overstaffed in many areas, there was</p> <p>6 many inefficiencies taking place within that</p> <p>7 department. There was numerous people performing</p> <p>8 to me what seemed to be like tasks and in</p> <p>9 comparison to other clubs of a similar size,</p> <p>10 nature, revenue, magnitude, that they were</p> <p>11 overstaffed in numerous areas.</p> <p>12 Q. And food and beverage?</p> <p>13 A. Food and beverage was an extremely difficult</p> <p>14 department to evaluate only because there are</p> <p>15 several outlets that fall under the food and</p> <p>16 beverage heading. There is the main clubhouse,</p> <p>17 there is the Popponessett Inn, snack bar, beverage</p> <p>18 cart. So, in that department also there appeared</p> <p>19 to me to be a lack of direction and lack of</p> <p>20 defined duties and responsibilities.</p> <p>21 Q. And membership?</p> <p>22 A. Membership at a club like New Seabury which</p> <p>23 was in a membership sales mode, as are most clubs</p> <p>24 at the time, I originally reviewed the department,</p>	<p>33</p> <p>1 making limited recommendations as to things I</p> <p>2 thought would be wise to improve.</p> <p>3 Q. But was your plan to give a complete assessment at</p> <p>4 that time?</p> <p>5 A. A complete assessment in detail would have</p> <p>6 required -- a resort of that level, much more time</p> <p>7 than I was given.</p> <p>8 Q. So, with respect to the staffing restructuring</p> <p>9 that we discussed before happened, would you say</p> <p>10 that you had a fairly complete understanding of</p> <p>11 what needed to be done to restructure in those</p> <p>12 departments?</p> <p>13 A. I made an assessment based on my visits and</p> <p>14 review of the club of what I thought were</p> <p>15 appropriate adjustments that should be made.</p> <p>16 MS. SCHWAR: I want to get to the</p> <p>17 operational audit in a minute, but first I want to</p> <p>18 mark another Exhibit 3.</p> <p>19 (PLAINTIFF'S EXHIBIT 3</p> <p>20 MARKED FOR IDENTIFICATION)</p> <p>21 Q. Do you recognize Exhibit 3?</p> <p>22 A. Yes.</p> <p>23 Q. This document is not signed, but does this look</p> <p>24 like the letter that you would have sent to</p>

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<p style="text-align: right;">38</p> <p>1 A. It appears to, without going through it in 2 detail, it appears to be. 3 Q And this is a document that you personally 4 prepared? 5 A. Yes. 6 Q. Did you have any help preparing it? 7 A. I may have had help doing the word 8 processing, things like that, administrative 9 support. 10 Q. But substantively? 11 A. No. Substantively, this was my review and my 12 work. 13 Q. Unfortunately, the pages are not numbered, so 14 you're going to have to bear with me as I ask 15 questions. I have numbered my pages and what I 16 have with operational audit results being Page 1, 17 Page 5 after that. If that's one what would be 18 Page 5 starting with Professionals. You list, 19 "The following minimum staff changes." What do 20 you mean by staff changes there? 21 A. I believe I was referring to that these 22 positions would require some form of change, 23 attention, restructuring, something along -- 24 something that would be considered a change in</p>	<p style="text-align: right;">40</p> <p>1 Q. Okay. We've spoken about Mr. Kapral and 2 Mr. Nickerson. What changes did you contemplate 3 with respect to Rhonda Rodgers' position? 4 A. Rhonda was very capable and competent at, 5 what I would call management relations, but the 6 duty of this position was primarily to retain new 7 members or to obtain new members, and I felt that 8 Rhonda did not have the, necessarily, the 9 prospecting and sales execution skills necessary 10 to increase the number of members. 11 Q. And corporate sales manager, do you remember what 12 changes were made with respect to that position? 13 A. I believe, to the best of my knowledge, we 14 recruited someone for this position. So I don't 15 think at this time there was someone performing 16 that function. 17 Q. How did you go about recruiting someone for that 18 position? 19 A. I don't remember the specifics, but usually 20 it is through some form of targeted employment ad 21 in either an industry specific periodical, could 22 have been something as general as an ad in the 23 Boston Globe. I don't remember specifically how 24 we tried to attract a person for that.</p>
<p style="text-align: right;">39</p> <p>1 their duties and responsibilities, the position in 2 general or further review. 3 Q. So, it could mean adding or eliminating? 4 A. Um-hum. 5 MR. WILGOREN: You need to say yes. 6 A. Yes. 7 Q. At the time who was the general manager, COO? 8 A. At this time that would have been Wayne 9 Kapral. 10 Q. And director of golf? 11 A. That would have been Scott Nickerson. 12 Q. Who was director of membership sales at the time? 13 A. At that time would have been Rhonda Rodgers. 14 Q. Corporate sales manager? 15 A. I can't recall if there was one. 16 Q. Banquet manager? 17 A. I believe that would have been Jennifer. 18 Jennifer Perry. 19 Q. And possible food and beverage director, that 20 sounds like a position that was to be added 21 potentially? 22 A. I can't recall if there was an individual in 23 that position at that time, or it was the 24 possibility of either adding someone.</p>	<p style="text-align: right;">41</p> <p>1 Q. Was there any thought about hiring internally for 2 the corporate sales manager? 3 A. I don't remember specifically to this 4 position, no. 5 Q. Generally, when new positions come up, were there 6 efforts to hire internally? 7 A. In general, our company's philosophy to first 8 look internally to see if there is an available 9 candidate prior to going outside the company, yes. 10 Q. With respect to Jennifer Perry's position, what 11 changes did you think needed to be made? 12 THE WITNESS: With respect to her 13 specific position? 14 MS. SCHWAB: Yes. She's listed under 15 one of the minimum staff changes. 16 A. I can't remember anything specific to her. 17 It would be conjecture for me to try to think of 18 specific things to her. 19 Q. Do you know why her position would have been 20 listed as one of the minimum staff changes? 21 A. I believe that that was a position that we 22 were considering altering the compensation 23 structure to be more incentive-based versus 24 salary-based, I believe.</p>

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<p>62</p> <p>1 MS SCIWAB: Yes.</p> <p>2 A. No. I do not.</p> <p>3 Q. Do you know who would have told her that her</p> <p>4 position was being eliminated?</p> <p>5 A. I don't know for fact but typically --</p> <p>6 MR. WILGOREN: Don't guess.</p> <p>7 A. I don't know.</p> <p>8 Q. Typically, who would be involved in that type of</p> <p>9 discussion?</p> <p>10 MR. WILGOREN: Objection. Calls for</p> <p>11 speculation.</p> <p>12 A. Normally, that function would be the duty of</p> <p>13 the general manager.</p> <p>14 Q. And that's Steve Brennan?</p> <p>15 A. Yes.</p> <p>16 Q. Going back to Exhibit 6, the next paragraph on</p> <p>17 Page 9 says, "Wayne Kapral's last day will be</p> <p>18 3-7-03." Were you involved in the decision that</p> <p>19 Mr. Kapral's last day would be March 7th, '03?</p> <p>20 A. I was aware that his last day would be</p> <p>21 3-7-03.</p> <p>22 Q. How did you become aware of that?</p> <p>23 A. Through Mr. Antenucci.</p> <p>24 Q. And what did Mr. Antenucci tell you about that?</p>	<p>63</p> <p>1 resources of a, quote/unquote, CFO and a corporate</p> <p>2 controller, and we had both of those positions in</p> <p>3 place, and I felt that a CFO was not a required</p> <p>4 position for a club of that magnitude.</p> <p>5 Q. And what did you talk -- what did you discuss with</p> <p>6 Mr. Antenucci about eliminating the CFO position?</p> <p>7 A. Same general type of discussion, that there</p> <p>8 was redundancy in those two positions, and that</p> <p>9 one or the other needed to be eliminated.</p> <p>10 Q. During the period of January 1st to February 28,</p> <p>11 2003, do you remember if you ever met Ms.</p> <p>12 Cosgrove?</p> <p>13 A. Specifically, I do not remember.</p> <p>14 Q. Do you remember ever having any discussions about</p> <p>15 Ms. Cosgrove specifically?</p> <p>16 MR. WILGOREN: Objection. What time</p> <p>17 frame?</p> <p>18 MS. SCIWAB: During the period of</p> <p>19 January 1st to February 28th, 2003.</p> <p>20 A. No, I don't recall any specific discussions.</p> <p>21 Q. Do you remember her name ever coming up in</p> <p>22 discussion in that period?</p> <p>23 A. I'm sure I did. I just do not remember any</p> <p>24 specific discussions relative to Patricia, no.</p>
<p>63</p> <p>1 A. Mr. Antenucci had a discussion with Wayne</p> <p>2 Kapral about his termination.</p> <p>3 Q. What did he tell you about it?</p> <p>4 A. That he told me that Wayne was terminated.</p> <p>5 Q. Anything else?</p> <p>6 A. Superlative -- expletive.</p> <p>7 Q. Anything else substantive?</p> <p>8 A. Not that I can remember.</p> <p>9 Q. Prior to that, had you had any discussions with</p> <p>10 anyone about the possible termination of</p> <p>11 Mr. Kapral?</p> <p>12 A. Yes, I had discussions --</p> <p>13 MR. WILGOREN: Objection -- noisy,</p> <p>14 strike that</p> <p>15 A. I had discussions with both Mr. Antenucci and</p> <p>16 Mr. Brennan about eliminating Wayne's position.</p> <p>17 Q. And terminating Mr. Kapral?</p> <p>18 A. My discussions were more relative to</p> <p>19 elimination of the position.</p> <p>20 Q. The position of CFO?</p> <p>21 A. Yes.</p> <p>22 Q. And what discussions did you have with Mr. Brennan</p> <p>23 about that?</p> <p>24 A. Clearly New Seabury did not require the</p>	<p>65</p> <p>1 Q. At the end of this period, January -- on February</p> <p>2 28th, 2003, had there been -- had any permanent</p> <p>3 employees at New Seabury been terminated that</p> <p>4 you're aware of?</p> <p>5 A. You would have to be more specific. I can't</p> <p>6 remember. I can't remember specifically who or</p> <p>7 who had not been terminated. There was over</p> <p>8 several hundred employees at New Seabury, so --</p> <p>9 Q. Over several hundred employed there?</p> <p>10 A. Yes. There was at least a couple of hundred</p> <p>11 people employed at New Seabury.</p> <p>12 Q. During the time that you worked at New Seabury,</p> <p>13 would you have been aware of people in permanent</p> <p>14 positions being terminated?</p> <p>15 MR. WILGOREN: Objection</p> <p>16 Characterization of permanent. There has been no</p> <p>17 testimony about permanent positions.</p> <p>18 THE WITNESS: What does "permanent"</p> <p>19 mean?</p> <p>20 Q. What's your understanding of what permanent means?</p> <p>21 MR. WILGOREN: Objection.</p> <p>22 A. In my industry, there is no such thing as a</p> <p>23 permanent employee.</p> <p>24 Q. Were you aware that at New Seabury certain</p>

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<p>78</p> <p>1 general?</p> <p>2 MS. SCHWAB: Yes</p> <p>3 A. Numerous documents that looked just like</p> <p>4 this. Tens of hundreds of documents like this,</p> <p>5 this specific document. No. Documents like this</p> <p>6 in general, many, yes.</p> <p>7 (PLAINTIFF'S EXHIBIT 15</p> <p>8 MARKED FOR IDENTIFICATION)</p> <p>9 Q. Do you recognize Exhibit 15?</p> <p>10 A. Specifically no. In general, yes.</p> <p>11 Q. What is it in general?</p> <p>12 A. In general, this also looks like a document</p> <p>13 that was produced by New Seabury's accounting</p> <p>14 system, and it's written with 2003 on the top, but</p> <p>15 it appears to be a 2002 document.</p> <p>16 Q. Do you know why it would say 2003 on the top?</p> <p>17 A. Do I know why, no.</p> <p>18 MS. SCHWAB: Exhibit 16.</p> <p>19 (PLAINTIFF'S EXHIBIT 16</p> <p>20 MARKED FOR IDENTIFICATION)</p> <p>21 Q. Do you recognize this document?</p> <p>22 A. Yes.</p> <p>23 Q. What is it?</p> <p>24 A. This appears to be a document that was</p>	<p>80</p> <p>1 plane that went into producing this</p> <p>2 reorganization?</p> <p>3 A. I remember early on in the operational audit,</p> <p>4 I felt that the food and beverage sales department</p> <p>5 needed some reorganization. I immediately</p> <p>6 questioned in reviewing the department the</p> <p>7 redundancy in positions for some of the slots so</p> <p>8 I'm sure that's what precipitated this</p> <p>9 Q. Do you remember having any discussions about</p> <p>10 specific positions to be eliminated or</p> <p>11 restructured?</p> <p>12 A. I remember specifically asking why do we have</p> <p>13 three sales managers in addition to the</p> <p>14 departmental sales manager, yes.</p> <p>15 Q. And it appears from this chart that the pay</p> <p>16 structure as to Roy, Jennifer and Aaron is changed</p> <p>17 from the current to proposed, Page 1?</p> <p>18 A. It appears that through my experience, this</p> <p>19 would suggest that their base salary was being</p> <p>20 lowered and their incentive was being altered.</p> <p>21 So, as I maybe stated earlier, we were trying to</p> <p>22 get to more of an incentive-based program as</p> <p>23 opposed to a heavily-weighted based salary</p> <p>24 program.</p>
<p>79</p> <p>1 created out of my office that discussed the F &amp; B</p> <p>2 reorganization at New Seabury.</p> <p>3 Q. Do you know when this document would have been</p> <p>4 produced?</p> <p>5 A. Specifically, no. In general, in conjunction</p> <p>6 with the 2003 budget preparation.</p> <p>7 Q. When was the 2003 budget prepared?</p> <p>8 A. Some time in the time frame of beginning</p> <p>9 December and going into January and maybe into</p> <p>10 February 2003.</p> <p>11 Q. What does this document show?</p> <p>12 A. Page 1 appears to be a current versus</p> <p>13 proposed incentive structure for the food and</p> <p>14 beverage department. Page 2 appears to be a</p> <p>15 quarterly breakdown of incentive for the food and</p> <p>16 beverage banquet sales department. Page 3 appears</p> <p>17 to be similar to Page 1 with minor changes.</p> <p>18 Q. Do you know why there would be two different F &amp; B</p> <p>19 departmental reorganizations with slightly</p> <p>20 different numbers?</p> <p>21 A. Let's take a look. Looks to me there were</p> <p>22 some minor modifications made on base salary and</p> <p>23 that's really the only difference, that I can see.</p> <p>24 Q. What do you remember about the discussions or</p>	<p>81</p> <p>1 Q. Do you know if you had any discussions with either</p> <p>2 Roy, Jennifer or Aaron prior to producing this</p> <p>3 document?</p> <p>4 A. No, I don't believe so.</p> <p>5 Q. Earlier I think you said Aaron, Jane and Patricia</p> <p>6 were all sales or catering managers, is that the</p> <p>7 position that you had, earlier you had said there</p> <p>8 were three people doing --</p> <p>9 A. Earlier, as in just a minute or so ago, yes.</p> <p>10 Q. And what was the position, I'm sorry?</p> <p>11 A. I believe they were either food and beverage</p> <p>12 sales managers or catering and food and beverage</p> <p>13 and somewhat interchangeable.</p> <p>14 Q. In this proposed structure, Jane has a base</p> <p>15 salary, it says the same, with no incentives but</p> <p>16 Aaron's pay structure is changed. Do you remember</p> <p>17 why the difference between the those two</p> <p>18 positions?</p> <p>19 A. To the best of my recollection, we were</p> <p>20 transitioning Jane into a non-sales position but</p> <p>21 more of an executive management position which is</p> <p>22 not an incentive-based one.</p> <p>23 Q. And then as to Patricia, you have no proposed</p> <p>24 salary as to her, do you remember why that is?</p>

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<p>82</p> <p>1 A. I believe that was one of the positions that</p> <p>2 we had targeted during the budget process at</p> <p>3 elimination because of the redundancy of the sales</p> <p>4 team.</p> <p>5 Q. And is this a position that you would have</p> <p>6 mentioned in any of the documents that we</p> <p>7 discussed before, the operational audit or the</p> <p>8 memo to Mr. Antonucci?</p> <p>9 MR. WILGOREN: Objection. I think he</p> <p>10 did in fact testify as to this position.</p> <p>11 MS. SCHWAB: You can answer.</p> <p>12 MR. WILGOREN: As part of the</p> <p>13 operational audit and maybe some other documents.</p> <p>14 THE WITNESS: I'm sorry, can you ask</p> <p>15 it again?</p> <p>16 (QUESTION READ)</p> <p>17 A. I would assume that this -- the restructuring</p> <p>18 of the food and beverage sales department as one</p> <p>19 of the items that were brought up in the</p> <p>20 operational audit. I believe I questioned the</p> <p>21 redundancy early on.</p> <p>22 Q. Do you know if the operational audit would have</p> <p>23 contemplated the elimination of one of the</p> <p>24 positions?</p>	<p>84</p> <p>1 A. In all due respect to Patricia, not that that</p> <p>2 position wasn't important, but I don't remember</p> <p>3 the specifics of any discussions related to</p> <p>4 Patricia.</p> <p>5 Q. Do you remember whether Ms. Cosgrove's position</p> <p>6 was eliminated?</p> <p>7 A. No, I don't.</p> <p>8 Q. Do you know whether she was ever offered another</p> <p>9 position?</p> <p>10 A. I don't.</p> <p>11 MS. SCHWAB: We'll mark Exhibit 17.</p> <p>12 (PLAINTIFF'S EXHIBIT 17</p> <p>13 MARKED FOR IDENTIFICATION)</p> <p>14 Q. This is another document that you produced to us.</p> <p>15 Do you recognize this document?</p> <p>16 THE WITNESS: You stated that I</p> <p>17 produced this?</p> <p>18 MS. SCHWAB: Yes.</p> <p>19 A. I don't remember this document.</p> <p>20 Q. Do you know if you've ever seen it before?</p> <p>21 A. Yes. I have seen this document about.</p> <p>22 Q. When did you see it?</p> <p>23 A. I believe the first time I saw this was</p> <p>24 within the last two weeks.</p>
<p>83</p> <p>1 A. I'm not sure. We'd have to look.</p> <p>2 Q. Let's go back to Exhibit 5. Can you point to what</p> <p>3 it said about either the restructure of the</p> <p>4 department and/or the elimination of Patricia's</p> <p>5 position.</p> <p>6 A. I would give you a page number, but there's</p> <p>7 no page number, food and beverage department,</p> <p>8 banquet catering.</p> <p>9 MS. SCHWAB: I've got it.</p> <p>10 A. Under the second paragraph, recommendations,</p> <p>11 restructure of the sales and banquet team is</p> <p>12 recommended, and in the final sentence of that</p> <p>13 paragraph, I put there is not a need for three</p> <p>14 banquet managers.</p> <p>15 Q. Now would that be the only discussion of the</p> <p>16 potential elimination of one of the banquet</p> <p>17 manager positions?</p> <p>18 A. It appears that's the only discussion in this</p> <p>19 document, yes.</p> <p>20 Q. We talked before about discussions that you and</p> <p>21 Mr. Brennan had about trying to retain Ms. Rodgers</p> <p>22 in some capacity after you said her position would</p> <p>23 be eliminated. Do you remember having any similar</p> <p>24 discussions about Ms. Cosgrove?</p>	<p>85</p> <p>1 Q. Do you remember where you saw it?</p> <p>2 A. I believe this is a document that was -- that</p> <p>3 was reviewed during our review and searching for</p> <p>4 documents relative to this deposition.</p> <p>5 Q. So, would it have been a document you came upon in</p> <p>6 your office?</p> <p>7 A. It could very well have been in my files.</p> <p>8 yes. Can I clarify that?</p> <p>9 MS. SCHWAB: Sure.</p> <p>10 A. If you stated this was a document that was</p> <p>11 delivered from our office, then I'm assuming that</p> <p>12 it came out of our files.</p> <p>13 Q. So you testified earlier that you don't know</p> <p>14 whether Ms. Cosgrove's position was eliminated?</p> <p>15 A. I don't recall.</p> <p>16 Q. In 2003, do you remember ever having any</p> <p>17 discussions about Ms. Cosgrove with anyone?</p> <p>18 THE WITNESS: About Patricia</p> <p>19 specifically?</p> <p>20 MS. SCHWAB: Yes.</p> <p>21 MR. WILGOREN: You're asking about</p> <p>22 her or her position?</p> <p>23 MS. SCHWAB: About Ms. Cosgrove.</p> <p>24 A. I remember having cursory discussions with</p>

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<p style="text-align: right;">94</p> <p>1 A. My experience in the industry is that there 2 are certain duties and responsibilities assigned 3 to each position. When I review those position in 4 a departmental structure, I determine what I think 5 are appropriate time constraints and the duties 6 that are assigned for a average work week, and I 7 felt that there was an excessive amount of labor 8 costs being incurred for not enough duties and 9 responsibilities being provided.</p> <p>10 Q. And as a result of identifying those positions, 11 were all or any of those positions eliminated, to 12 your knowledge?</p> <p>13 A. I believe -- we know Michelle's position was 14 eliminated. I believe one accounting clerk 15 position or accounting manager, they call them, 16 was eliminated. Obviously, the whole CFO, 17 controller issue was reviewed, and we ended up 18 just having a corporate controller which was Wayne 19 Spencer, to the best of my knowledge. I can't 20 remember any of the other details.</p> <p>21 Q. Did you identify -- at the time you identified the 22 position held by -- this insurance position held 23 by Ms. O'Brien, were you aware that she was 24 pregnant?</p>	<p style="text-align: right;">96</p> <p>1 position, not on the personality or the person in 2 the position.</p> <p>3 Q. Was that the position you were suggesting in the 4 management audit as the one that should be 5 eliminated?</p> <p>6 MS. SCHWAB: Objection. The document 7 speaks for itself. We've already reviewed what it 8 says.</p> <p>9 A. I believe the audit refers to that, yes.</p> <p>10 Q. And when did you first start questioning the 11 redundancy of that position held by Ms. Cosgrove?</p> <p>12 MS. SCHWAB: Objection. Asked and 13 answered.</p> <p>14 A. In the same audit in August, September, 15 October, November.</p> <p>16 Q. In the August to December '02 time frame, did you 17 seek out information as to what the individual in 18 that position you identified as redundant in the 19 catering sales, the lodging position, what that 20 person did?</p> <p>21 MS. SCHWAB: Objection.</p> <p>22 Q. What job duties?</p> <p>23 A. I believe as part and parcel to the 24 operational audit, any of those key positions,</p>
<p style="text-align: right;">95</p> <p>1 A. No.</p> <p>2 Q. And how about in the banquet and sales area, 3 conference sales area, what position or positions 4 did you identify as being redundant?</p> <p>5 A. As you noticed in the operational audit, I 6 thought there was redundancy in the fact that they 7 had three, if not four, sales managers.</p> <p>8 Q. I see. And did you identify any particular one of 9 those three or four positions as being redundant?</p> <p>10 A. It seemed that the lodging component in 11 banquet sales was a duplication of efforts between 12 the lodging department; that was one. And there 13 were two catering sales managers, and I was not 14 confident that one could not have done the job.</p> <p>15 Q. I see. When you identified the conference sales 16 manager or the catering sales manager position, 17 that's a position held by Ms. Cosgrove, did you 18 learn that?</p> <p>19 MS. SCHWAB: Objection.</p> <p>20 THE WITNESS: Did I learn that --</p> <p>21 Q. The position that was doing the lodging for the 22 conference sales?</p> <p>23 A. That was the position Patricia held, yes, but 24 I was judging all those things in the audit on the</p>	<p style="text-align: right;">97</p> <p>1 including that one would have been reviewed, yes.</p> <p>2 Q. And in reviewing those positions, did you compare 3 the functions of the individual in that position 4 as against the individual -- in that position was 5 performing as compared to the functions of the 6 other individuals in the same job title?</p> <p>7 MS. SCHWAB: Objection.</p> <p>8 A. The -- I can't remember the specific job 9 titles, but I remember there was specific duties 10 and responsibilities that each one of those 11 positions was in charge of or responsible for.</p> <p>12 Q. Okay. Were certain of those responsibilities 13 including the managing of events from start to 14 finish?</p> <p>15 MS. SCHWAB: Objection. Foundation.</p> <p>16 A. I believe so.</p> <p>17 Q. And who would be involved in those activities of 18 handling an event from start to finish?</p> <p>19 MS. SCHWAB: Objection. Foundation.</p> <p>20 MR. WILGOREN: If you know.</p> <p>21 A. I believe Jennifer Perry and I know Aaron 22 did.</p> <p>23 Q. Aaron Brochu. How about Jane Henry?</p> <p>24 A. Jane, I believe was, but Jane was wearing</p>

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114	<p>1 Estate have a goal of selling off these units?</p> <p>2 A. They had a goal of --</p> <p>3 MS. SCHWAB: Objection.</p> <p>4 A. -- selling many of the units. Was it their</p> <p>5 intent to sell all of them? You'd have to ask</p> <p>6 them. They were selling the units on a regular</p> <p>7 basis.</p> <p>8 Q. Which was better for American Real Estate, more</p> <p>9 profitable, holding the units for rental or</p> <p>10 selling the units?</p> <p>11 MS. SCHWAB: Objection. Foundation.</p> <p>12 MR. WILGOREN: If you know.</p> <p>13 A. They clearly indicated to me that with the</p> <p>14 real estate values increasing the way they did on</p> <p>15 the Cape, that these units were more valuable as</p> <p>16 sales units than rental units.</p> <p>17 Q. That being the case, how did that impact on the</p> <p>18 number of units available for groups that wanted</p> <p>19 to have lodging as a component of their event at</p> <p>20 New Seabury?</p> <p>21 A. It was slowly decreasing.</p> <p>22 MS. SCHWAB: Excuse me. Can we go</p> <p>23 off the record.</p> <p>24 (BRIEF RECESS)</p>	116	<p>1 MS. SCHWAB: Objection. Foundation.</p> <p>2 A. Yes. Obviously, there was.</p> <p>3 Q. Do you know how much?</p> <p>4 A. It was at least -- it was significant because</p> <p>5 that was a highly-paid position with obviously all</p> <p>6 the ancillary expenses that are tied to it. So</p> <p>7 you have a base salary, any incentives, we have</p> <p>8 the payroll taxes, any benefits. So, probably</p> <p>9 anywhere from 100 to \$200,000 would be my guess.</p> <p>10 without reviewing the details.</p> <p>11 Q. Okay. Now, the position, the real</p> <p>12 estate/insurance position that was eliminated.</p> <p>13 When did you make that determination that that</p> <p>14 position was redundant and should be eliminated?</p> <p>15 MS. SCHWAB: Objection. Asked and</p> <p>16 answered several times.</p> <p>17 A. That position was initially reviewed during</p> <p>18 the operational audit extensive reviewed as we</p> <p>19 took over management.</p> <p>20 Q. As part of the budgeting process?</p> <p>21 A. As part of the budgeting process, yes.</p> <p>22 Q. What was the cost savings in that position, do you</p> <p>23 remember?</p> <p>24 A. I can't remember the specific salary</p>
115	<p>1 Q. Now, as part of your operational audit, did you</p> <p>2 make any recommendation with respect to the</p> <p>3 functions of that department?</p> <p>4 MS. SCHWAB: Objection. What</p> <p>5 department?</p> <p>6 MR. WILGOREN: Lodging department.</p> <p>7 MS. SCHWAB: Objection. Document</p> <p>8 speaks for itself. Asked and answered previously.</p> <p>9 THE WITNESS: Let's see.</p> <p>10 (WITNESS PERUSING DOCUMENTS)</p> <p>11 A. There were numerous recommendations I made</p> <p>12 for the lodging department as outlined in the</p> <p>13 audit.</p> <p>14 Q. Did you review the number of employees in the</p> <p>15 lodging department as part of your audit?</p> <p>16 A. I don't recall typically, yes.</p> <p>17 Q. Now, counsel asked you about -- or you testified</p> <p>18 previously about the elimination of the CFO</p> <p>19 position, and I believe you testified that was a</p> <p>20 redundant position --</p> <p>21 A. Yes.</p> <p>22 Q. -- in this operation. What was -- are you aware,</p> <p>23 was there any cost savings as a result of the</p> <p>24 elimination of that position?</p>	117	<p>1 structure, but I believe it was under \$100,000.</p> <p>2 Q. And you made a determination, as you testified,</p> <p>3 that Ms. Rodgers, although a very valuable</p> <p>4 employee, did not have the skillset necessary to</p> <p>5 be effective as the director of membership sales;</p> <p>6 is that correct?</p> <p>7 MS. SCHWAB: Objection. Asked and</p> <p>8 answered.</p> <p>9 A. That would be correct.</p> <p>10 Q. In reviewing the membership sales operation, how</p> <p>11 many employees were, prior to the restructure --</p> <p>12 prior to removing Ms. Rodgers from that position,</p> <p>13 how many employees were in that position?</p> <p>14 MS. SCHWAB: Objection. Foundation.</p> <p>15 A. During the operational audit period or late</p> <p>16 2002, I believe it was two employees.</p> <p>17 Q. In addition to Ms. Rodgers, who was the other</p> <p>18 employee?</p> <p>19 A. Mary, I can't remember her last name.</p> <p>20 Q. What was her position?</p> <p>21 THE WITNESS: Mary's position?</p> <p>22 MR. WILGOREN: Yes.</p> <p>23 A. For lack of better term, administrative</p> <p>24 support.</p>

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<p>1 Q. Membership assistant?</p> <p>2 A. Membership assistant. That probably was it.</p> <p>3 MS. SCHWAB: Objection.</p> <p>4 Q. What happened, if anything, to Mario's position?</p> <p>5 A. If I remember correctly, we transitioned Mary</p> <p>6 to an administrative position within G &amp; A.</p> <p>7 Q. Was her position filled, the membership assistant?</p> <p>8 A. I don't believe so.</p> <p>9 Q. Do you know whether that engendered any cost</p> <p>10 savings?</p> <p>11 MS. SCHWAB: Objection.</p> <p>12 A. Whatever her wage base was, plus her other</p> <p>13 related costs.</p> <p>14 Q. If I told you 40 to \$45,000?</p> <p>15 A. That sounds appropriate.</p> <p>16 MS. SCHWAB: Objection. His</p> <p>17 testimony is clearly not the best evidence on</p> <p>18 this.</p> <p>19 Q. And Ms. Rodgers was replaced by Bob Higgins?</p> <p>20 A. Yes, Bob Higgins is now or was then brought</p> <p>21 on as membership development.</p> <p>22 Q. And I believe you testified on direct that you</p> <p>23 recruited him for that position?</p> <p>24 A. Yes.</p>	<p>1 MS. SCHWAB: Objection. This line of</p> <p>2 questioning is irrelevant.</p> <p>3 A. His primary goal was to recruit and retain</p> <p>4 new members.</p> <p>5 Q. Did you tell him the employee compliment of the</p> <p>6 department had previously been two people?</p> <p>7 A. I don't remember specifically saying that,</p> <p>8 no, but I would assume he --</p> <p>9 MS. SCHWAB: Objection. Please let</p> <p>10 the witness finish answering your question.</p> <p>11 A. I would assume he know or was aware, but I</p> <p>12 can't be sure of that.</p> <p>13 Q. Did you tell him whether or not he would have an</p> <p>14 assistant on an ongoing basis?</p> <p>15 A. I believe we told him at that time that he</p> <p>16 would get administrative support from the</p> <p>17 receptionist as opposed to sales assistant.</p> <p>18 Q. Did you tell him who would be performing the</p> <p>19 functions previously performed by the membership</p> <p>20 assistant?</p> <p>21 A. I believe that was the receptionist and/or</p> <p>22 the administrative assistant in G &amp; A.</p> <p>23 Q. Did you tell Mr. Higgins when he was hired that he</p> <p>24 would do the selling and paperwork?</p>
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<p>1 Q. Okay. When did you start recruiting Mr. Higgins</p> <p>2 for the director of membership sales?</p> <p>3 A. I believe, to the best of my recollection, it</p> <p>4 would have been in the December time frame.</p> <p>5 Q. December 2002?</p> <p>6 A. I believe so, that's when the process began.</p> <p>7 Q. At that time in December 2002 were you aware Ms.</p> <p>8 Rodgers was pregnant?</p> <p>9 A. No.</p> <p>10 Q. By recruiting Mr. Higgins for the director of</p> <p>11 membership sales had you already made the decision</p> <p>12 to remove Ms. Rodgers from that position in</p> <p>13 December 2002?</p> <p>14 MS. SCHWAB: Objection. Asked and</p> <p>15 answered.</p> <p>16 A. I believe we had made the determination at</p> <p>17 that point that Rhonda was not the most</p> <p>18 appropriate person for that position. That her</p> <p>19 skillset could have been best used somewhere else.</p> <p>20 Q. Okay. And when you hired Mr. Higgins, did you</p> <p>21 give him -- did you have a conversation with him</p> <p>22 about the functions of his position?</p> <p>23 A. Sure.</p> <p>24 Q. Okay. And what did you tell him?</p>	<p>1 A. I believe --</p> <p>2 MS. SCHWAB: Objection.</p> <p>3 A. I believe that was part of his job duties and</p> <p>4 responsibilities.</p> <p>5 Q. Now, you were asked a number of questions about</p> <p>6 various departments that you reviewed by the</p> <p>7 plaintiff's attorney. She didn't ask you about</p> <p>8 the catering sales department, however, and the</p> <p>9 staffing levels.</p> <p>10 MS. SCHWAB: Objection. That's a</p> <p>11 mischaracterization. I did ask about that</p> <p>12 department.</p> <p>13 Q. Let me call your attention to Exhibit Number 7, in</p> <p>14 particularly the second paragraph, quote, "As I</p> <p>15 have discussed with you previously, I would</p> <p>16 suggest that Michelle's position be eliminated,</p> <p>17 the effective TBD." Did you have discussions with</p> <p>18 Mr. Antenucci prior to February 27, 2003 with</p> <p>19 respect to the elimination of Michelle O'Brien's</p> <p>20 position?</p> <p>21 MS. SCHWAB: Objection. Document</p> <p>22 speaks for itself.</p> <p>23 A. I don't recall specifics, but clearly this</p> <p>24 document suggests that was the case.</p>

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<p style="text-align: right;">126</p> <p>1 Q. Late 2002?</p> <p>2 A. Late 2002.</p> <p>3 Q. Okay. And in connection with the budgeting</p> <p>4 process for 2003, did you involve Mr. Brennan in</p> <p>5 that process in 2002?</p> <p>6 A. Yes. I would have supplied him with</p> <p>7 information that I had received from the club. I</p> <p>8 believe I probably asked him to review it and give</p> <p>9 me his input or feedback on it.</p> <p>10 Q. Well, let me call your attention to deposition</p> <p>11 Exhibit Number 15. Is that a document that you</p> <p>12 would have provided to Mr. Brennan as part of the</p> <p>13 budget review process for 2003?</p> <p>14 MS. SCHWAB: Objection. The witness</p> <p>15 already testified that he did not produce this</p> <p>16 document and that maybe New Seabury did.</p> <p>17 MR. WILGOREN: You can answer.</p> <p>18 THE WITNESS: The question was did I</p> <p>19 provide this to Steve?</p> <p>20 MR. WILGOREN: Yes.</p> <p>21 A. I could have.</p> <p>22 Q. Now, there's certain handwritten notes, do you</p> <p>23 know who made those notes?</p> <p>24 A. The one on the first page, 2003, I don't</p>	<p style="text-align: right;">128</p> <p>1 MS. SCHWAB: Objection. Asked and</p> <p>2 answered.</p> <p>3 A. In general, this department appeared to be</p> <p>4 rather ostensibly overstaffed, from my experience.</p> <p>5 Q. Let me call your attention to the fifth page of</p> <p>6 the document. Do you recognize the handwriting on</p> <p>7 this page?</p> <p>8 A. Those appear to be mine.</p> <p>9 Q. Can you describe what the significance of the</p> <p>10 handwritten notations in the last column appear to</p> <p>11 be?</p> <p>12 MS. SCHWAB: Objection. Foundation.</p> <p>13 A. Those appear to be my recommendations for</p> <p>14 what I think those positions would warrant as far</p> <p>15 as staffing dollars.</p> <p>16 Q. Now, the last line there's a slash through the</p> <p>17 amount and a zero next to that. Can you explain</p> <p>18 that notation?</p> <p>19 MS. SCHWAB: Objection. Foundation.</p> <p>20 A. My guess was I assumed or I would propose</p> <p>21 that it was an unnecessary position.</p> <p>22 Q. That would be which, the seasonal --</p> <p>23 A. In this case, landscape senior, whatever that</p> <p>24 meant.</p>
<p style="text-align: right;">127</p> <p>1 know. The other handwritten numbers, some appear</p> <p>2 to be mine -- most appear to be mine. Several</p> <p>3 others do not appear to be mine. No guarantee.</p> <p>4 Q. Well, let me call your attention to the third</p> <p>5 page. There's a question mark four lines down,</p> <p>6 did you make that notation?</p> <p>7 MS. SCHWAB: Objection.</p> <p>8 A. Couldn't tell you.</p> <p>9 MS. SCHWAB: If you ask him about his</p> <p>10 handwriting, that's fine, any other questions I</p> <p>11 object. He already testified he doesn't remember</p> <p>12 specifically receiving this document or what the</p> <p>13 document is.</p> <p>14 MR. WILGOREN: You can object.</p> <p>15 Q. Do you know why that question mark would appear at</p> <p>16 the end next to Mr. Fullerton's position?</p> <p>17 MS. SCHWAB: Same objection.</p> <p>18 A. I can only surmise that it was questioning</p> <p>19 the amount or the position.</p> <p>20 Q. You previously testified you would question the</p> <p>21 director of facilities position because -- in</p> <p>22 terms of its competitiveness with the industry</p> <p>23 because of the reduction in the amount of</p> <p>24 facilities at New Seabury?</p>	<p style="text-align: right;">129</p> <p>1 Q. Flip two pages further on, there appears to be a</p> <p>2 notation in the column at the far right, zero.</p> <p>3 Can you explain that, that's next to the position</p> <p>4 held by Ms. Cosgrove?</p> <p>5 MS. SCHWAB: Objection. He hasn't</p> <p>6 testified whether he recognizes the handwriting.</p> <p>7 Q. Do you recognize the handwriting?</p> <p>8 A. It appears to be mine.</p> <p>9 Q. Can you explain the significance of why you would</p> <p>10 have written this a zero next to that?</p> <p>11 A. Similar to other positions, it looked like</p> <p>12 one that I had targeted for being unnecessary.</p> <p>13 Q. Okay. And that was part -- that was done as part</p> <p>14 of the budgeting process in December 2002?</p> <p>15 MS. SCHWAB: Objection. Again, he</p> <p>16 testified he doesn't know when this document is</p> <p>17 from.</p> <p>18 A. Normally that would be part of the budget</p> <p>19 projection is to look at past wage levels and</p> <p>20 scales, and I can assume that's what was going on</p> <p>21 here.</p> <p>22 Q. When did you engage in the budgeting process for</p> <p>23 New Seabury for 2003?</p> <p>24 MS. SCHWAB: Objection. Asked and</p>

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130	1 answered. 2 A. We began in December of 2002 and continued 3 through January 2003. 4 Q. At that time did you have any knowledge as to 5 whether Ms. Cosgrove was pregnant? 6 MS. SCHWAB: Objection. 7 A. No, I didn't. 8 Q. There is a question mark, do you recognize who 9 wrote that? 10 A. I would assume that would be me. 11 Q. That's next to the sous-chef. Do you have an 12 explanation why you would put a question mark next 13 to the sous-chef? 14 MS. SCHWAB: Objection. Foundation. 15 A. I can assume it meant, if you look at this, 16 it was a higher paid position than the chef. 17 Typically a sous-chef is similar to an assistant. 18 So, my guess is, logical question as to what's 19 the -- what's going on with the sous-chef being 20 the highest paid person. 21 Q. As part of the budgeting process did you create 22 certain models of staffing levels? 23 A. Typically when you budget, you determine what 24 staffing levels are going to be, if that's what	132	1 Q. And proposed it has N/A. What is the significance 2 of that? 3 MS. SCHWAB: Objection. Asked and 4 answered. 5 A. I would assume that that was a position that 6 was targeted for elimination. 7 Q. And this document was done in part of the 8 budgeting process in December 2002 or January 9 2003? 10 MS. SCHWAB: Objection. He has 11 testified previously he assumed it would have been 12 but did not definitely say that's when it was 13 produced. 14 A. I assumed it would have been, but I wasn't 15 definitely -- what she said. 16 MS. WILGOREN: Thank you for 17 testifying. We'll swear you in, Ms. Schwab. 18 (DEFENDANT'S EXHIBIT 19 19 MARKED FOR IDENTIFICATION) 20 Q. Do you have before you what's been marked as 21 Exhibit Number 19. Do you recognize this 22 document? 23 A. It appears to be a food and beverage 24 departmental organizational chart.
131	1 you mean by models, yes. 2 Q. And calling your attention to Exhibit Number 16, 3 is that one such model that you prepared as part 4 of the budgeting process in December of 2002 or 5 January 2003? 6 MS. SCHWAB: Objection. I don't 7 believe the witness referred to them as models. 8 MR. WILGOREN: I'm asking him if this 9 is such a model that he previously testified to. 10 A. This appears to be an outline of food and 11 beverage departmental reorganization and their 12 associated costs. 13 Q. This was prepped by you -- 14 A. This one here was. 15 Q. -- as part of the budgeting process? 16 A. I would assume this was part of the 2003 17 budget. 18 Q. Next to Patricia it has current base, 35,360. 19 What was that number, do you know? 20 A. I'm assuming that was her -- 21 MS. SCHWAB: Objection. Document 22 speaks for itself. 23 A. I'm assuming it was her base salary at that 24 time.	133	1 Q. Do you know who created this? 2 A. No, I don't. 3 Q. Does it look like a model you would have created? 4 A. Probably. 5 Q. This came from documents under your custody and 6 control? 7 A. I believe so. 8 Q. Okay. Would this document, that's something that 9 could have been created by you as part of the 10 budgeting process? 11 A. Most likely, yes. 12 Q. Well, for Ms. Schwab's benefit can we decipher it. 13 What does it say in the -- 14 A. Steve Brennan, general manager/COO 15 Q. Let's go down the left. 16 A. Roy Chase, food and beverage director, 17 Reporting to Roy would have been Josh Zmirin, the 18 chef. Kitchen staff reported to Josh. P. Packard 19 was assistant F & B manager with the service staff 20 reporting to her. J. Henry was another assistant 21 F & B with service staff reporting to her. 22 Jennifer Perry, director of F & B sales, sales 23 assistant to be determined. Aaron is a food and 24 beverage sales manager, and Marion Lent is the

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## PAYROLL CHANGE NOTICE

and



## NEW HIRE AUTHORIZATION

Today's Date: 1-15-03Dept. #: 510Dept. Name: GOLF OPERATIONSEffective Date: 1-20-03 ✓Employee/New Hire Name: Robert M. Brown

Social Security Number: \_\_\_\_\_

Employee File Number: \_\_\_\_\_

## Reason For Change(s):

- |   |  |
|---|--|
| <input type="checkbox"/> New Hire       | <input type="checkbox"/> Probationary Period Completed                                 |
| <input type="checkbox"/> Re-hire        | <input type="checkbox"/> Length of Service Increase                                    |
| <input type="checkbox"/> Promotion      | <input checked="" type="checkbox"/> Re-evaluation of Existing Position                 |
| <input type="checkbox"/> Demotion       | <input type="checkbox"/> Resignation   |
| <input type="checkbox"/> Transfer       | <input type="checkbox"/> Termination (Reason, see other below)                         |
| <input type="checkbox"/> Merit Increase | <input type="checkbox"/> Layoff  |
|   | <input type="checkbox"/> Eligible for Rehire (Y or N, see other below for explanation) |

☐ Leave of Absence From:  To: 

(FMLA, WORKERS COMP., DISABILITY, PROVIDE DETAILS BELOW)

☒ Other (details) \_\_\_\_\_

<input type="checkbox"/> Department		
<input checked="" type="checkbox"/> Position	<u>Head Golf Cart</u>	<u>Dir. of Instruction</u>
<input checked="" type="checkbox"/> Rate	<u>2230.77</u>	<u>1346.15</u>
<input type="checkbox"/> Exempt/Non		
<input type="checkbox"/> FT/PT, Seasonal		

Use of Company Vehicle: Yes ☒ No ☐ Signed Policy Attached: \_\_\_\_\_

Change Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

Change Approved By: [Signature] Date: 1-15-03

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2003

Description of Underwriting Services		2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345	3346	3347	33
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 Investment Operations  
 Investment 200 - Project 2002

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345	3346	3347	3348	3349	3350	3351	3352	3
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**1996 Industry • Key Strategic Initiatives**

	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969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**Support: Many in attendance in attendance at the meeting of the Committee on the President's**

CONFIDENTIAL

**Statutory Provisions, L.C.**  
**Applicable 670 Single-Entry Statutes**  
**revised 6/16 - Payroll 2002**

[illegible]

25-1

25-0  
66-1070

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2003

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CONFIDENTIAL

2003

Category	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345	3346	3347	3348	3349	3350	3351	3352	3353	3354	3355	3356	3357	3358	3359	3360	3361	33
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CONFIDENTIAL

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(3) information that has been prepared in anticipation of litigation at the request of counsel;

(4) information concerning matters of public record;

(5) the residential address, or any other private, confidential or sensitive information of any current or former employee of NSRM other than the Plaintiff because such information is private and not relevant to this action; and

(6) information that requires NSRM to draw a legal conclusion.

C. NSRM objects generally to the Interrogatories to the extent that they seek confidential commercial information of a proprietary nature concerning NSRM'S business practices, relationships, or trade secrets, or those of its customers, subcontractors and affiliates. NSRM will produce such information, if at all, upon entry of an appropriate form of protective order or confidentiality agreement only.

D. Each response to each Interrogatory is subject to these General Objections. NSRM relies upon and asserts any and all such privileges, and any disclosure of privileged information is inadvertent and is not to be deemed a waiver thereof.

E. NSRM objections and responses to the Interrogatories are based upon information now known to NSRM. NSRM has not completed its discovery or preparation for trial in this action. The responses set forth herein are made without waiving the following:

(1) The right to object on the grounds of competency, privilege, relevance, materiality or any other proper ground to the use of any material produced herein, in whole or in part, for any purpose, in any subsequent proceeding in this action or in any other action;

(2) The right to object on any and all proper grounds, at any time, to other requests or other discovery procedures involving or relating to the subject matter of the requests responded to herein; and

(3) The right, at any time, to revise, correct, modify, supplement or clarify any of the responses provided herein.

All of NSRM'S responses are made subject to the foregoing objections and qualifications.

#### **SPECIFIC RESPONSES AND OBJECTIONS**

##### **INTERROGATORY NO. 1:**

Please state the name, business address and the title at New Seabury of the person(s) answering these interrogatories on behalf of Defendant.

##### **RESPONSE NO. 1:**

NSRM objects to Interrogatory No. 1 on the grounds that it seeks the residential address and other private, confidential and/or sensitive information of a current employee or former employee of NSRM other than the Plaintiff because such information is private and not relevant to this action. Subject to and without waiving the general or specific objections NSRM responds as follows:

Name: Stephen T. Brennan

Business Address: 20 Red Brook Road, Mashpee, Massachusetts 02649

Title: General Manager/Chief Operating Officer

**INTERROGATORY NO. 2:**

Please identify every person who has become pregnant at during employment at New Seabury or who was pregnant when she began working at New Seabury over the past ten years and for each please state: (a) name; (b) current or last known home address and phone number; (c) dates of employment; (d) positions held; (e) salary (include all changes in salary with dates); and (f) if the person is no longer working for New Seabury, state the reason for the separation of employment, and state whether the separation was voluntary or involuntary.

**RESPONSE NO. 2:**

NSRM objects to Interrogatory No. 2 on the ground that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. NSRM further objects to Interrogatory No. 2 on the grounds that it calls for the production of private confidential and/or sensitive information of a current or former employee of NSRM other than the Plaintiff because such information is private and not relevant to this action. NSRM further objects to Interrogatory No. 2 to the extent that it calls for the production of information that is subject to the attorney – client privilege, protection of attorney work product or any other privilege recognized under law. Subject to and without waiving the general or specific objections, NSRM responds as follows: NSRM has identified six individuals who have requested a leave of absence due to pregnancy. NSRM does not maintain any other records pertaining to whether or not any employee became

pregnant during employment at NSRM or who was pregnant when said employee began working at NSRM. Further answering Plaintiff advised NSRM that she was pregnant on or about February 2, 2003. She was granted a leave of absence from May 11, 2003 through October 7, 2003 and provided with short term disability payments of sixty (60%) of her gross wages during the period of her leave of absence. She was employed from February 20, 1999 through October 31, 2003 when she was laid off.

**INTERROGATORY NO. 3:**

Please identify every person who has taken leave from New Seabury over the past ten years because of a pregnancy, a spouse's or partner's pregnancy, or the recent birth of a child and for each please state: (a) name; (b) current or last known home address and phone number; (c) dates of employment; (d) positions held; (e) salary (include all changes in salary with dates); (f) dates and length of pregnancy and/or family leave; and (g) position and salary upon returning from pregnancy and/or family leave.

**RESPONSE NO. 3:**

NSRM objects to Interrogatory No. 3 on the ground that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. NSRM further objects to Interrogatory No. 3 on the grounds that it calls for the production of private confidential and/or sensitive information of a current or former employee of NSRM other than the Plaintiff because such information is private and not relevant to this action. NSRM further objects to Interrogatory No. 2 to the extent that it calls for the production of information that is



subject to the attorney – client privilege, protection of attorney work product or any other privilege recognized under law. Subject to and without waiving the general or specific objections, NSRM responds as follows: I have identified six individuals who have taken leave from NSRM since 1998 because of pregnancy. Of these six individuals one was the Plaintiff whose dates of employment are set forth in response to the preceding Interrogatory. I have no knowledge of the dates and length of her pregnancy. I did receive a copy of a memorandum from Ms. Cosgrove dated February 3, 2003 requesting maternity leave. At the time her leave of absence commenced she held the position of Administrative Assistant which paid \$12.00 per hour. Ms. Cosgrove returned to the same position and received the same rate of pay upon her return from pregnancy leave.

**INTERROGATORY NO. 4:**

Please identify every person who has been demoted or transferred to another position with the same or lower salary or benefits at New Seabury over the past ten years and for each please state: (a) name; (b) current or last known home address and phone number; (c) dates of employment; (d) positions held; (e) salary (include all changes in salary with dates); (f) reasons for transfer or demotion; and (g) if the person is no longer working for New Seabury, state the reason for the separation of employment, and state whether the separation was voluntary or involuntary.

**RESPONSE NO. 4:**

NSRM objects to Interrogatory No. 4 on the ground that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of

admissible evidence. NSRM further objects to Interrogatory No. 4 on the grounds that it calls for the production of private confidential and/or sensitive information of a current or former employee of NSRM other than the Plaintiff because such information is private and not relevant to this action. NSRM further objects to Interrogatory No. 2 to the extent that it calls for the production of information that is subject to the attorney – client privilege, protection of attorney work product or any other privilege recognized under law. Subject to and without waiving the general or specific objections, NSRM responds as follows: Since my employment with NSRM commencing on January 28, 2003 I am aware that in addition to Ms. Cosgrove I demoted, transferred and/or eliminated numerous full time as well as seasonal positions. In particular I am aware that five additional full time employees were demoted, transferred and/or had their jobs eliminated. Of those five employees three of them were men. During my first month of employment approximately forty one (41) positions were eliminated. By the time Ms. Cosgrove's position was eliminated in early May 2003 the employee complement was reduced by fifty three (53) employees when compared to the same pay period during the prior year. In addition at that time I concluded that seasonal employees in layoff status would not be recalled.

**INTERROGATORY NO. 5:**

Please identify every person who has terminated employment with New Seabury over the past ten years, whether voluntarily or involuntarily, and for each please state: (a) name; (b) current or last known home address and phone number; (c) dates of employment; (d) positions held; and (e) the reason for the

termination of employment, and whether the termination was voluntary or involuntary.

**RESPONSE NO. 5:**

NSRM objects to Interrogatory No. 5 on the grounds that it is overly broad, unduly burdensome, vague and not reasonably calculated to lead to the discovery of admissible evidence. NSRM further objects to Interrogatory No. 5 on the grounds that it calls for the production of private confidential and/or sensitive information of a current or former employee of NSRM other than the Plaintiff because such information is private and not relevant to this action. NSRM further objects on the grounds that information on voluntary terminations is not reasonably calculated to lead to the discovery of admissible evidence and information on involuntary terminations is not tied in some fashion to a request for a Family and Medical Leave, or gender.

**INTERROGATORY NO. 6:**

For each person identified in response to Interrogatory No. 5, please identify any severance package or other benefit conferred on the person by New Seabury relating to the termination of employment with New Seabury.

**RESPONSE NO. 6:**

NSRM objects to Interrogatory No. 6 on the grounds that it is overly broad, unduly burdensome, vague and not reasonably calculated to lead to the discovery of admissible evidence. NSRM further objects to Interrogatory No. 6 on the grounds that it calls for the production of private confidential and/or sensitive information of a

current or former employee of NSRM other than the Plaintiff because such information is private and not relevant to this action.

**INTERROGATORY NO. 7:**

Please identify all persons who may have information relating to the Eighth and Ninth Affirmative Defenses in New Seabury's Answer to the Complaint, and for each person please state: (a) name; (b) current or last known home address and phone number; (c) relationship to New Seabury and dates of relationship; and (d) the information that the person has relating to New Seabury's Eighth and Ninth Affirmative Defenses, including information about the decision to demote then terminate Plaintiff and other employment- and staffing-related decisions made by New Seabury in 2002 through 2004.

**RESPONSE NO. 7:**

NSRM objects to Interrogatory No. 7 on the grounds that it is vague and ambiguous and calls for a legal conclusion. Subject to and without waiving the general and specific objections, NSRM responds as follows: I have information relating to the decision to demote and subsequently lay off the Plaintiff. Specifically, commencing in the fall of 2002 Mark O'Neil, Sr., of the Essex Group, LLC, was reviewing the entire NSRM employee complement to determine whether jobs were necessary, and if so, whether the compensation for each such job was related to the duties of the job. Particular jobs, including the Conference Sales Manager position held by Plaintiff at the time were identified as unnecessary. When I commenced employment with NSRM I continued the



process started by Mr. O'Neill. I made the decision on or about April 28, 2003 to eliminate the position of Conference Sales Manager held by the Plaintiff. I made this decision for several reasons. First the sole function of the job held by the Plaintiff was to book lodging for groups that were using our facility for functions. Once Plaintiff completed that assignment, she forwarded the client to the Catering Department who booked function rooms and took care of all other aspects of the client's function. Inasmuch as NSRM had a Lodging Department it seemed to me that employees of that department could book the lodging rooms related to a function being held on the premises. Accordingly, I determined that there was no need for a lodging reservation function in the Catering Department and decided to eliminate the position. In addition we were rapidly decreasing the number of lodging rooms that we had available and there was a decreasing need for a separate individual to book lodging that was associated with a function. NSRM has seen a decrease in lodging rooms from 180 units to only 25 at the present time. In addition the employee complement of the Lodging Department has been reduced from eight employees to only one at the present time. The position held by the Plaintiff was eliminated and has never been filled. I also made the decision to lay off the Plaintiff. When Plaintiff's job was eliminated she was offered a position as an Administrative Assistant. At that time I advised the Plaintiff that the position being offered was a seasonal position. Plaintiff accepted that position with that understanding. Plaintiff was laid off due to lack of work on October 31, 2003. NSRM operates a seasonal business. As such the employee complement was reduced from a peak of 339 employees for the pay

period ending August 8, 2003 to just 89 employees by the last pay period of the year. Two other non – pregnant Administrative Assistants were laid off at about the same time as Plaintiff. The layoff of Plaintiff as well as the other 250 employees was done for legitimate and substantial business reasons. That is, these employees were laid off due to the seasonal nature of the business and in order to reduce payroll costs. Layoffs occurred in every department across the board. Employees were laid off without regard to their status in any protected class. Men were also laid off and of course employees who were not pregnant were also laid off. These layoffs occur annually in the hospitality industry, including at New Seabury.

**INTERROGATORY NO. 8:**

Please identify each person (not already identified in response to Interrogatory No. 7) who may have information relating to the claims and defenses in this case, including information regarding Plaintiff's work and job performance at New Seabury, decisions made relating to Plaintiff's employment at New Seabury, including hiring, promotions, demotions, and termination, and for each such person please state: (a) name; (b) current or last known home address and phone number; (c) whether the person worked or works at New Seabury, positions held, and dates of employment; and (d) the information the person may have relating to the claims and defenses in this case.

**RESPONSE NO. 8:**

NSRM objects to Interrogatory No 8 on the grounds that it is overly broad, unduly burdensome and vague. NSRM further objects to Interrogatory No. 8

on the grounds that it calls for the production of private confidential and/or sensitive information of a current or former employee of NSRM other than the Plaintiff because such information is private and not relevant to this action. Subject to, and without waiving the general or specific objections, NSRM responds as follows: See NSRM'S Rule 26(a) disclosures and the Plaintiff's Rule 26(a) disclosures. Further, Mark O'Neil, who NSRM engaged as a consultant engaged in a review of each department to assess the level of wages paid in relation to the industry. In addition, they were looking to measure the volume of business versus productivity and determine the number of employees necessary to generate the business revenue.

**INTERROGATORY NO. 9:**

Please describe all employment policies at New Seabury, including but not limited to any policies regarding employee evaluation, promotion, demotion, and termination; layoff; severance; family or medical leave, vacation, and vacation pay. For each such policy, please state whether the policy is in writing.

**RESPONSE NO. 9:**

NSRM objects to Interrogatory No 9 on the grounds that it is overly broad, unduly burdensome and vague. Subject to, and without waiving the general or specific objections, NSRM responds as follows: All policies regarding employee evaluation, promotion, demotion, and termination; layoff; severance; family or medical leave; vacation and vacation pay, if any, are contained in the Employee Handbook provided to Plaintiff as part of NSRM'S initial document disclosure and are Bates Stamp numbered 109 – 153.

**INTERROGATORY NO. 10:**

Please identify each and every discrimination complaint made against New Seabury or individuals employed by New Seabury, whether formal or informal, whether the complaint was made internally or was filed with a governmental agency or court, and for each such complaint please state: (a) the name of the complainant and current or last known home address and phone number; (b) the name, address and phone number for any attorney who represented the complainant; (c) whether the complaint was filed and if so in what forum(s); (d) whether there were any findings, rulings, or dispositions of any nature related to the complaint; and (e) whether the complaint was resolved and if so please describe the terms of its resolution.

**RESPONSE NO. 10:**

NSRM objects to Interrogatory No. 10 on the grounds that it is overly broad, unduly burdensome with respect to time and not reasonably calculated to lead to the discovery of admissible evidence. NSRM further objects to Interrogatory No. 10 on the grounds that it is vague and ambiguous with respect to the phrase "complaint made." NSRM further objects to Interrogatory No. 10 to the extent that it calls for the production of information that is subject to the attorney – client privilege, protection of work product or any other privilege recognized under the law. Subject to, and without waiving the general or specific objections, NSRM responds as follows: NSRM has never received complaints for violation of the Family and Medical Leave Act, other than the present action. No complaint made



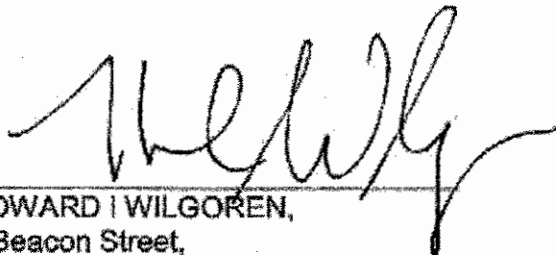
against NSRM based on pregnancy discrimination in the past five years. I have no information that any complaints based on pregnancy discrimination have ever been made against NSRM.

Signed under the pains and penalties of perjury this <sup>7<sup>th</sup></sup> day of December 2005.

  
STEPHEN T. BRENNAN

As to Objections:  
**NEW SEABURY RESOURCES MANAGEMENT, INC.,**

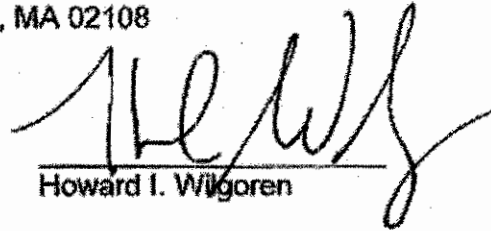
By its Attorney

  
HOWARD I. WILGOREN,  
6 Beacon Street,  
Suite 700  
Boston, MA 02108  
(617) 523 - 5233  
BBO No. 527840

Dated: December 7 2005

**CERTIFICATE OF SERVICE**

I, hereby certify that on this 29<sup>TH</sup> day of December 2005, a copy of the foregoing document was served on the Plaintiff by mailing a of a copy of same, by first class mail, postage prepaid, to her Attorneys, Shannon Liss – Riordan, Esquire, Hillary Schwab, Esquire, Pyle Rome, Lichten, Ehrenberg & Liss-Riordan, P.C., 18 Tremont Street, 5<sup>th</sup> Floor, Boston, MA 02108



Howard I. Wilgoren

**SEALED DOCUMENT**